



Agenda of Special Session May 13, 2025 The Board of Trustees Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Special Session at 12:00 PM, on May 13, 2025, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

The subjects to be discussed, considered, or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

I. CALL TO ORDER AND OPENING STATEMENT

II. INVOCATION

III. PUBLIC COMMENT

Public comments at Special Sessions are limited to items listed on the agenda.

IV. PRESENTATIONS

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- B. Texas Department of Agriculture Excess Net Cash Resource Plan 75

VII. HUMAN RESOURCES

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VIII. BOARD MATTERS

- A. Minutes from April Meetings 90
- B. Upcoming Events
- C. Closed Session:
 - 1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (*Pursuant to Texas Government Code 551.074*)
 - 2. Discussions Regarding Student Intra-District Petitions Under Board Policy FDB (*Pursuant to Texas Government Code 551.0821*)
- D. Open Session:
 - 1. Consideration and Possible Action Regarding Student Intra-District Transfer Petition

IX. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Friday, May 9, 2025 at 3:00 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Booker T. Washington Teacher Recognition - Culture Coin		
Administrator Responsible:	Dr. Donny Lee, Superintendent		
Attachments:	None		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes the actions of Booker T. Washington teacher, Emma Habert, as submitted by Dr. Donny Lee, Superintendent.

Explanation:

WFISD would like to recognize Booker T. Washington music teacher, Emma Habert, for her heroic actions last month. On April 16, first year teacher Ms. Habert was assisting with dismissal outside of the school when she noticed a nearby vehicle reversing unexpectedly. She swiftly intervened to protect a 1st grade student from being hit by the car. Despite sustaining an impact to her hip/leg, she prioritized the safety of our students, ensuring each child was safely escorted to their vehicle.

Thank you, Ms. Habert, for being a positive example in WFISD and keeping students safe.

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Financial Reports as of March 31, 2025
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Financials
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action <input type="checkbox"/> Presentation <input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the attached year-to-date financial reports and investment reports as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The following attachments report the revenue and expenditure position through March 31, 2025 for all funds. The current year column is reported as of the approved budget.

The “Year-to-Date Revenues & Expenses Comparison” report details the components of revenue and functional expenditures for the General Fund, Food Service, and Debt Service Fund.

For the General Fund, the Year-to-Date Budget vs. Actual shows the prior year actual, current budget, actual revenue and expenditures to date with the remaining amount left in each category. The prior year actual is provided for comparison to the current budget.

The attached financial reports represent 9 months of operations, 75.00% of the fiscal year. As of March 31st, of last year, the district had collected 76.85% of projected revenues, as compared to 69.40% for 2024-2025. Expenditures for 2024-2025 were 72.24% of budget, as compared to 63.02% for 2023-2024.

For the General Fund revenues were 80.44% last year as compared to 66.30% this year. Expenditures were 69.53% last year as compared to 72.80% this year.

For the Food Service Fund revenues were 86.21% last year as compared to 82.84% this year. Expenditures were 58.06% last year as compared to 55.30% this year.

For the Debt Service Fund revenues were 95.19% last year as compared to 110.93% this year. Expenditures were 99.99% last year as compared to 99.99% this year.

Investments:

Leah Horton, Chief Financial Officer, hereby certifies that the following Investment Report represents the investment position of the school district as of the noted date in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
FINANCIAL SUMMARY
MARCH 31, 2025

	2023-2024			2024-2025		
	CURRENT BUDGET	ACTUAL YEAR TO DATE	% OF CURRENT BUDGET	CURRENT BUDGET	ACTUAL YEAR TO DATE	% OF CURRENT BUDGET
REVENUE:						
GNL. OPERATING	\$128,519,982	\$103,307,806	80.38%	\$130,657,781	\$86,498,289	66.20%
ATHLETICS	\$315,000	\$330,323	104.86%	\$315,000	\$333,445	105.86%
General Fund	\$128,834,982	\$103,638,130	80.44%	\$130,972,781	\$86,831,734	66.30%
SP. EDUCATION	\$3,421,963	\$2,431,271	71.05%	\$3,518,715	\$2,093,757	59.50%
VOCATIONAL	\$229,677	\$95,648	41.64%	\$301,717	\$92,818	30.76%
CONS. APPLIC.	\$11,734,678	\$2,401,864	20.47%	\$13,461,854	\$3,222,514	23.94%
OTHER SP. REV.	\$19,644,261	\$4,284,524	21.81%	\$13,118,383	\$8,029,375	61.21%
Special Revenues	\$35,030,579	\$9,213,307	26.30%	\$30,400,668	\$13,438,464	44.20%
FOOD SERVICE	\$7,992,013	\$6,889,633	86.21%	\$8,639,437	\$7,156,888	82.84%
INT & SINKING	\$23,614,035	\$22,478,857	95.19%	\$23,188,723	\$25,722,497	110.93%
CONSTRUCTION FUND	\$1,957,500	\$9,476,573	484.12%	\$175,000	\$1,023,405	584.80%
INTERNAL SERVICE	\$0	\$23,799	0.00%	\$0	\$22,488	0.00%
TOTAL REVENUE	\$197,429,109	\$151,720,299	76.85%	\$193,376,609	\$134,195,476	69.40%
EXPENDITURES:						
GNL. OPERATING	\$127,572,982	\$88,653,813	69.49%	\$129,710,781	\$94,610,771	72.94%
ATHLETICS	\$1,262,000	\$923,641	73.19%	\$1,262,000	\$736,816	58.38%
General Fund	\$128,834,982	\$89,577,455	69.53%	\$130,972,781	\$95,347,587	72.80%
SP. EDUCATION	\$3,708,584	\$2,999,953	80.89%	\$3,518,715	\$2,719,017	77.27%
VOCATIONAL	\$229,677	\$117,197	51.03%	\$301,717	\$106,772	35.39%
CONS. APPLIC.	\$11,734,678	\$3,009,673	25.65%	\$13,461,854	\$4,285,967	31.84%
OTHER SP. REV.	\$20,529,550	\$8,051,318	39.22%	\$13,959,930	\$8,228,822	58.95%
Special Revenues	\$36,202,489	\$14,178,141	39.16%	\$31,242,216	\$15,340,578	49.10%
FOOD SERVICE	\$10,132,093	\$5,883,055	58.06%	\$13,067,437	\$7,225,724	55.30%
INT & SINKING	\$22,019,484	\$22,017,808	99.99%	\$22,029,183	\$22,027,658	99.99%
CONSTRUCTION FUND	\$128,397,552	\$73,455,620	57.21%	\$26,293,793	\$21,614,775	82.20%
INTERNAL SERVICE	\$441,126	\$364,437	82.62%	\$511,527	\$353,804	69.17%
TOTAL EXPEND.	\$326,027,726	\$205,476,515	63.02%	\$224,116,937	\$161,910,126	72.24%

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
 FINANCIAL SUMMARY
 MARCH 31, 2025

FUND	INVESTMENTS	CHECKING ACCOUNT	3/31/2024	INVESTMENTS	CHECKING ACCOUNT	3/31/2025 TOTAL CASH
GNL. OPERATING	69,546,558	3,464,109	73,010,666	56,804,980	2,688,424	59,493,403
ATHLETICS	-	7,993	7,993	-	23,167	23,167
SPECIAL REVENUES	-	(4,092,108)	(4,092,108)	-	(349,422)	(349,422)
FOOD SERVICE	8,254,112	63,748	8,317,860	7,882,889	100,455	7,983,344
INT & SINKING	7,951,697	618	7,952,315	14,024,869	618	14,025,487
CONSTRUCTION FUND	75,689,435	3,479	75,692,914	8,487,920	39,015	8,526,935
INTERNAL SERVICE	607,604	(2,430,468)	(1,822,863)	638,178	(2,878,555)	(2,240,377)
PAYROLL	-	74,117	74,117	-	45,990	45,990
TOTAL	162,049,406	(2,908,513)	159,140,893	87,838,835	\$ (330,308)	\$ 87,508,527

GENERAL FUND

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
YEAR TO DATE REVENUES AND EXPENSES COMPARISON
MARCH 2024 and MARCH 2025**

9 month has passed =75.00%		2023-2024			2024-2025			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
Revenues								
5700	Local Revenues	\$ 43,498,391	\$ 38,887,890	89.40%	41,117,000	\$ 39,670,101	96.48%	1,075,304
5800	State Revenues	82,768,815	62,836,291	75.92%	86,201,458	46,358,468	53.78%	1,398,093
5900	Federal Revenues	2,215,000	1,533,687	69.24%	3,215,000	323,773	10.07%	17,953
	Total Revenues	\$ 128,482,206	\$ 103,257,868	80.37%	130,533,458	\$ 86,352,342	66.15%	\$ 2,491,350
Expenses by Function								
11	Instruction	\$ 72,321,025	\$ 51,376,724	71.04%	71,301,181	\$ 53,663,526	75.26%	5,300,671
12	Instr. Resources/Media	1,528,295	1,065,722	69.73%	1,250,569	947,516	75.77%	103,465
13	Curriculum Dev. & Staff Dev	691,847	456,751	66.02%	947,091	478,148	50.49%	44,973
21	Instructional Leadership	2,094,803	1,320,165	63.02%	1,937,206	1,235,780	63.79%	129,904
23	School Leadership	7,288,934	5,527,358	75.83%	6,964,848	5,340,482	76.68%	588,427
31	Guidance, Counseling & Evaluation Svcs	4,126,192	2,933,447	71.09%	3,785,014	3,450,001	91.15%	346,750
32	Social Work Services	285,027	172,370	60.47%	173,084	205,190	118.55%	23,230
33	Health Services	1,948,447	1,356,967	69.64%	1,867,348	1,403,642	75.17%	160,759
34	Student Transportation	5,390,900	3,493,024	64.79%	6,285,910	3,329,428	52.97%	605,504
35	Food Service	21,618	29,674	137.27%	30,000	7,732	25.77%	-
36	Co-Curricular/Extracurricular	3,755,078	2,573,018	68.52%	3,926,425	2,328,078	59.29%	251,050
41	General Administration	4,667,466	3,602,908	77.19%	3,884,159	2,859,847	73.63%	279,603
51	Plant Maint. & Operations	17,281,979	9,523,409	55.11%	18,074,651	12,056,301	66.70%	1,281,726
52	Security & Monitoring	1,581,521	1,233,183	77.97%	1,902,550	1,339,887	70.43%	145,661
53	Data Processing Services	3,649,520	2,967,946	81.32%	3,668,192	2,704,364	73.72%	235,146
61	Community Services	20,578	19,160	93.11%	16,700	14,236	85.24%	356
71	Debt Service	1,103,600	1,103,600	100.00%	1,102,800	1,102,800	100.00%	-
81	Facilities Acquisition & Construction	-	-	0.00%	2,776,901	2,169,918	0.00%	814,408
93	Payments to Fiscal Agent of SSA	100,000	99,432	99.43%	100,000	-	0.00%	-
95	Payments to JJAEP	40,000	17,759	44.40%	40,000	14,491	36.23%	1,505
99	Intergovernmental Charges	763,152	529,838	69.43%	763,152	521,221	68.30%	178,125
	Total Expenditures	\$ 128,659,982	\$ 89,402,455	69.49%	130,797,781	\$ 95,172,587	72.76%	\$ 10,491,264
Other Sources and (Uses)								
7900	Non-Operating Resources	352,776	380,261	107.79%	439,323	479,393	109.12%	-
8900	Other Uses-Non-operating	(175,000)	(175,000)	100.00%	(175,000)	(175,000)	100.00%	-
	Total Other Sources and Uses	\$ 177,776	\$ 205,261	115.46%	264,323	\$ 304,393	115.16%	\$ -
	Net Change in Fund Balance	\$ -	\$ 14,060,674	0.00%	-	\$ (8,515,852)	0.00%	\$ (7,999,914)

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
YEAR TO DATE GENERAL FUND REVENUES COMPARISON
MARCH 2024 and MARCH 2025**

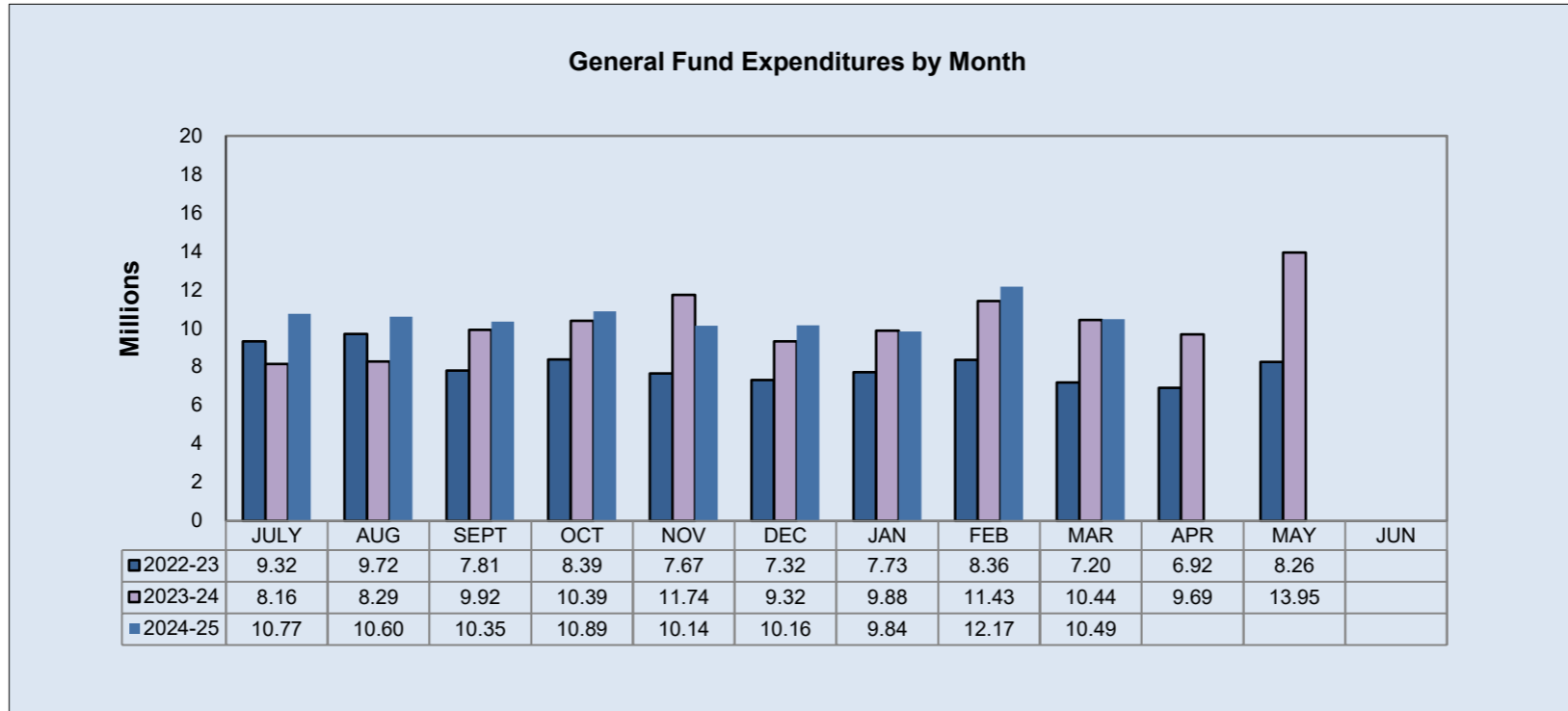
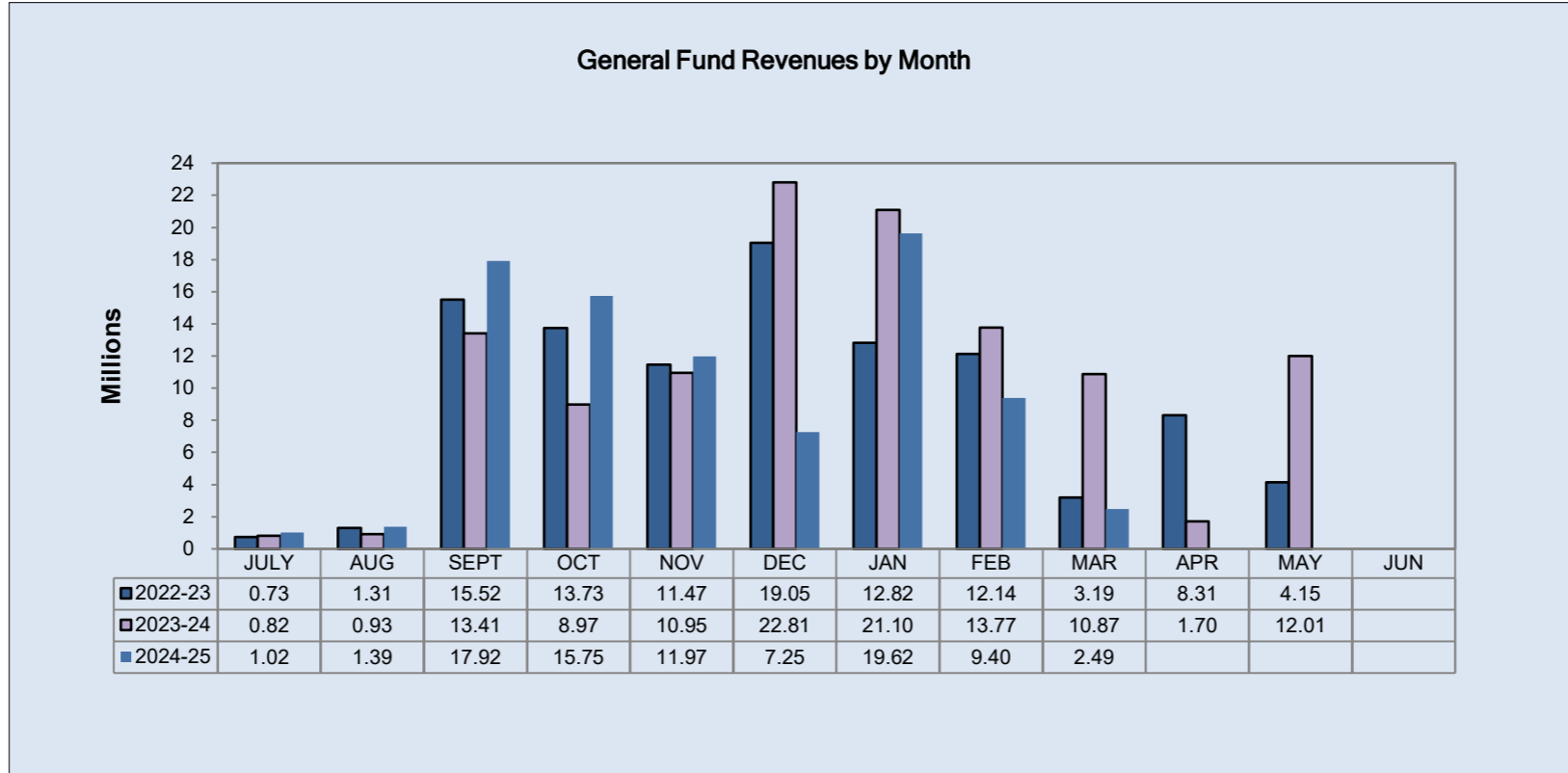
		2023-2024			2024-2025			Current Month
		BUDGET	ACTUAL	%	BUDGET	ACTUAL	%	
Local Revenues								
5711	Current year tax levy	37,000,000	\$ 35,111,905	94.90%	38,000,000	\$ 36,003,413	94.75%	662,206
5712	Taxes-delinquent	675,000	588,951	87.25%	555,000	538,689	97.06%	48,871
5719	Tax penalties & interest	495,000	369,509	74.65%	450,000	370,253	82.28%	99,180
5735	Summer school tuition	-	-	0.00%	-	-	0.00%	-
5739	Tuition and Fess Local	30,000	35,518	118.39%	30,000	30,616	102.05%	4,644
5742	Interest income	1,475,219	1,895,425	128.48%	1,500,000	2,035,297	135.69%	227,256
5743	Facilities rental	100,000	67,451	67.45%	100,000	81,649	81.65%	6,802
5744	Gifts and local grants	-	-	0.00%	-	-	0.00%	-
5745	Insurance Proceeds	3,000,000	59,940	2.00%	-	30,995	0.00%	-
5749	Miscellaneous revenue	396,172	404,911	102.21%	155,000	250,639	161.70%	11,294
5755	Enterprise Revenue	7,000	12,537	179.10%	7,000	12,110	173.00%	1,533
Local revenues to date before Athletics		43,178,391	38,546,147	89.27%	40,797,000	39,353,661	96.46%	\$ 1,061,786
5752	Scoreboard Fund	20,000	20,920	104.60%	20,000	-	0.00%	-
5752	Athletics Fund ticket sales	300,000	320,823	106.94%	300,000	316,440	105.48%	13,518
Total local revenues to date		43,498,391	38,887,890	89.40%	41,117,000	39,670,101	96.48%	\$ 1,075,304
State Revenues								
5811	Available School Fund	4,930,000	3,506,711	71.13%	7,000,000	3,678,475	52.55%	881,733
5812	Foundation entitlements	72,891,885	54,847,792	75.25%	74,411,501	38,059,028	51.15%	-
5819	Other FSP Programs	-	-	0.00%	-	-	0.00%	-
5829	Misc. state programs	-	-	0.00%	-	-	0.00%	-
5831	TRS On-behalf	4,946,930	4,481,788	90.60%	4,789,957	4,620,965	96.47%	516,360
Total state revenues to date		82,768,815	62,836,291	75.92%	86,201,458	46,358,468	53.78%	1,398,093
Federal Revenues								
5919	Other Federal Revenues	25,000	23,230	92.92%	25,000	28,861	115.44%	-
5927	Indirect costs	-	-	0.00%	-	-	0.00%	-
5929	Miscellaneous Federal Revenue	75,000	80,413	107.22%	75,000	88,627	118.17%	4,288
5931	SHARS Revenue	1,800,000	1,087,530	60.42%	2,800,000	7,286	0.26%	-
5931	SHARS Revenue-Deferred	-	-	0.00%	-	-	0.00%	-
5941	Impact Aid	150,000	199,198	132.80%	150,000	76,011	50.67%	-
5946	ROTC salary reimbursement	165,000	143,316	86.86%	165,000	122,988	74.54%	13,665
Total federal revenues to date		2,215,000	1,533,687	69.24%	3,215,000	323,773	10.07%	17,953
Non-Operating Resources								
7912	Sale of assets	10,000	37,485	374.85%	10,000	50,070	500.70%	-
7915	Transfers from Other Funds	342,776	342,776	100.00%	429,323	429,323	100.00%	-
Total non-operating resources		352,776	380,261	107.79%	439,323	479,393	109.12%	-
GRAND TOTAL - GENERAL FUND		\$ 128,834,982	\$ 103,638,129	80.44%	\$ 130,972,781	\$ 86,831,734	66.30%	\$ 2,491,350

FOOD SERVICE FUND

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
YEAR TO DATE REVENUES AND EXPENSES COMPARISON
MARCH 2024 and MARCH 2025**

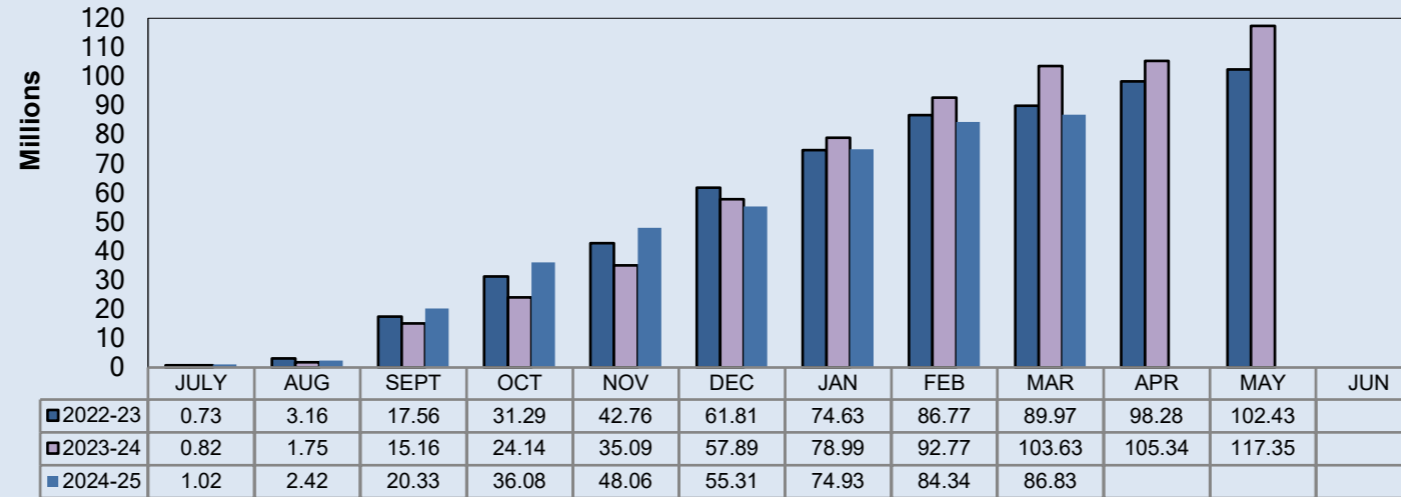
9 months has passed = 75.00%		2023-2024			2024-2025			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
Revenues								
5700	Local Revenues	844,581	\$ 1,426,751	168.93%	1,350,042	\$ 1,501,945	111.25%	165,385
5800	State Revenues	36,000	40,701	113.06%	32,000	52,349	163.59%	32,070
5900	Federal Revenues	6,751,756	5,229,886	77.46%	6,855,749	5,286,532	77.11%	621,399
5900	After School Supper Program	301,890	191,973	63.59%	279,836	315,401	112.71%	39,901
5900	After School Snack Program	57,786	-	0.00%	121,810	-	0.00%	-
	Total Revenues	\$ 7,992,013	\$ 6,889,311	86.20%	\$ 8,639,437	\$ 7,156,227	82.83%	\$ 858,755
Expenses by Function								
35	Food Service	\$ 9,789,317	\$ 5,540,279	56.60%	\$ 12,638,114	\$ 6,796,401	53.78%	778,386
51	Plant Maint. & Operations	-	-	0.00%	-	-	0.00%	-
81	Facilities Acquisition & Construction	-	-	0.00%	-	-	0.00%	-
	Total Expenditures	\$ 9,789,317	\$ 5,540,279	56.60%	\$ 12,638,114	\$ 6,796,401	53.78%	\$ 778,386
Other Sources and (Uses)								
7900	Non-Operating Resources		\$ 322	0.00%	\$ -	\$ 661	0.00%	-
8900	Other Uses-Non-operating	(342,776)	(342,776)	100.00%	(429,323)	(429,323)	100.00%	-
	Total Other Sources and Uses	\$ (342,776)	\$ (342,454)	99.91%	\$ (429,323)	\$ (428,662)	99.85%	\$ -
	Net Change in Fund Balance	\$ (2,140,080)	\$ 1,006,578	47.03%	\$ (4,428,000)	\$ (68,836)	1.55%	\$ 80,369

Board Graphs
March 31, 2025

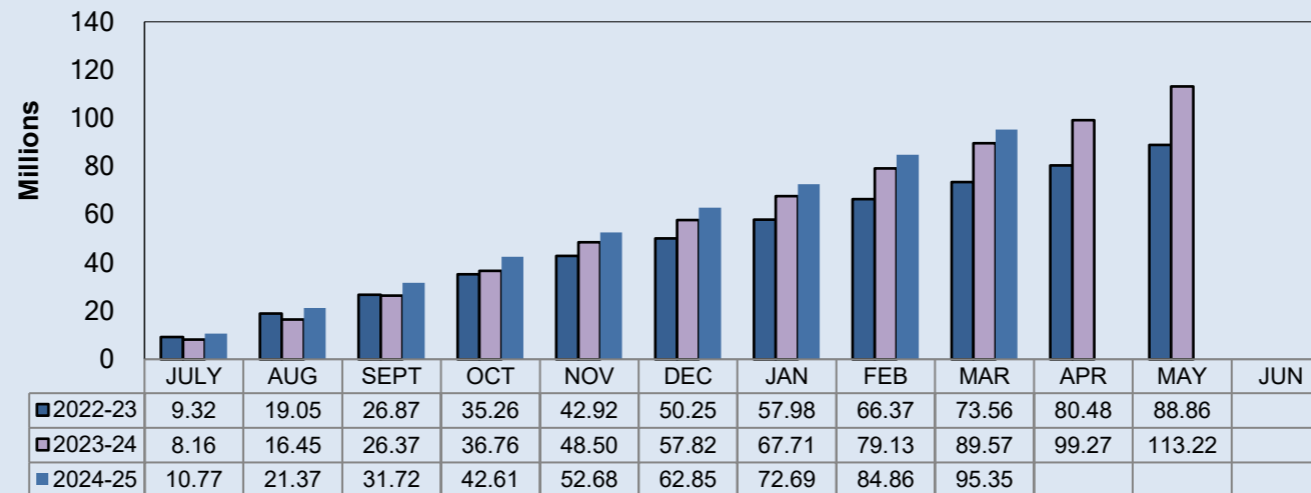


Board Graphs
March 31, 2025

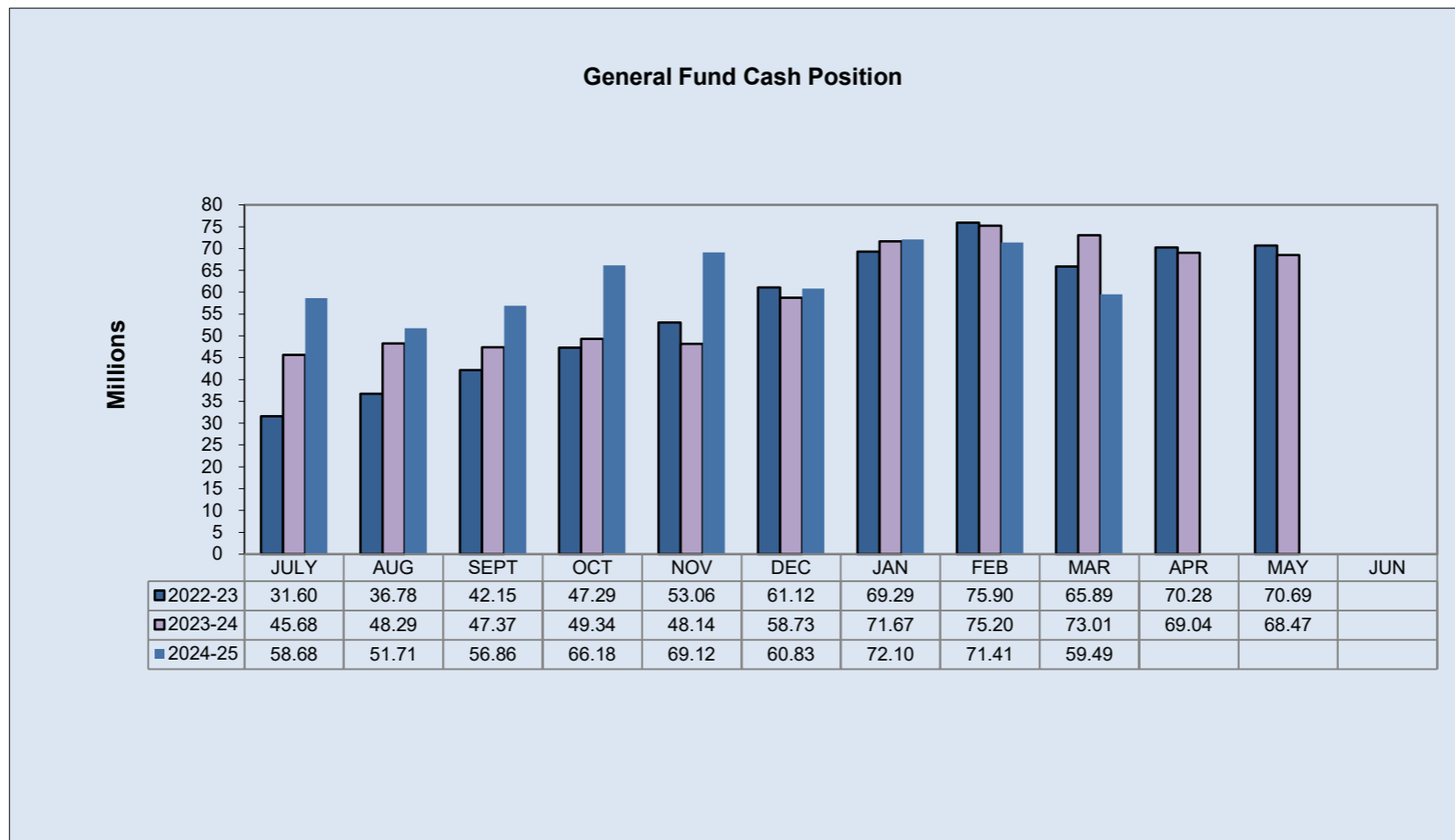
General Fund Revenues
Cumulative Year To Date Totals



General Fund Expenditures
Cumulative Year to Date Totals



**Board Graphs
March 31, 2025**



WICHITA FALLS ISD
Investments Report
March 31, 2025

INVESTMENTS	YIELD RATE	PAR VALUE	PURCHASE COST	CURRENT BOOK VALUE	MARKET VALUE @ 3/31/2025	INTEREST CURRENT MONTH	INTEREST YEAR TO DATE
GENERAL OPERATING FUND							
American National MMKT	0.4500%	\$28,083.78	\$28,083.78	\$28,083.78	\$28,083.78	\$10.73	\$94.47
TexasTERM Balance	4.3500%	\$1,321,540.66	\$1,321,540.66	\$1,321,540.66	\$1,321,540.66	\$4,863.36	\$46,528.91
TEXPOOL BALANCE	4.3345%	\$26,867,716.21	\$26,867,716.21	\$26,867,716.21	\$26,867,716.21	\$113,859.98	\$948,472.77
TEXPOOL Prime BALANCE	4.4688%	\$18,085,905.66	\$18,085,905.66	\$18,085,905.66	\$18,085,905.66	\$68,384.43	\$653,395.43
First National Bank -ICS	4.4530%	\$3,586,899.85	\$3,586,899.85	\$3,586,899.85	\$3,586,899.85	\$13,539.10	\$131,443.09
American National CDARS MMKT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.22
American National Bank -ICS	4.5400%	\$6,914,833.51	\$6,914,833.51	\$6,914,833.51	\$6,914,833.51	\$26,598.40	\$255,361.65
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
TOTAL GENERAL FUND		\$56,804,979.67	\$56,804,979.67	\$56,804,979.67	\$56,804,979.67	\$227,256.00	\$2,035,296.54
FOOD SERVICE FUND							
TEXPOOL BALANCE	4.3345%	\$7,872,654.34	\$7,872,654.34	\$7,872,654.34	\$7,872,654.34	\$28,917.72	\$290,721.61
TEXPOOL Prime BALANCE	4.4688%	\$10,234.19	\$10,234.19	\$10,234.19	\$10,234.19	\$38.75	\$369.92
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
TOTAL FOOD SERVICE FUND		\$7,882,888.53	\$7,882,888.53	\$7,882,888.53	\$7,882,888.53	\$28,956.47	\$291,091.53
INTEREST AND SINKING FUND							
TEXPOOL BALANCE	4.3345%	\$14,023,336.64	\$14,023,336.64	\$14,023,336.64	\$14,023,336.64	\$50,851.96	\$367,570.64
TEXPOOL Prime BALANCE	4.4688%	\$1,532.68	\$1,532.68	\$1,532.68	\$1,532.68	\$5.89	\$49.29
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
TOTAL INTEREST AND SINKING FUND		\$14,024,869.32	\$14,024,869.32	\$14,024,869.32	\$14,024,869.32	\$50,857.85	\$367,619.93
BOND CONSTRUCTION FUND							
American National MMKT	0.9000%	\$1,290,844.18	\$1,290,844.18	\$1,290,844.18	\$1,290,844.18	\$985.95	\$7,766.21
TEXPOOL BALANCE	4.3345%	\$28,549.18	\$28,549.18	\$28,549.18	\$28,549.18	\$104.72	\$1,006.15
TEXPOOL Prime BALANCE	4.4688%	\$5,048,116.20	\$5,048,116.20	\$5,048,116.20	\$5,048,116.20	\$22,120.24	\$836,894.61
BOND SAFEKEEPING (Bonds/Treasury Notes Investments)		\$2,120,410.25	\$2,120,410.25	\$2,120,410.25	\$2,120,410.25	\$0.00	\$2,656.25
ANB ICS BOND SAFEKEEPING HOLDING ACCOUNT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82.09
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							
TOTAL BOND CONSTRUCTION FUND		\$8,487,919.81	\$8,487,919.81	\$8,487,919.81	\$8,487,919.81	\$23,210.91	\$848,405.31
WORKER'S COMPENSATION FUND							
TEXPOOL BALANCE	4.3345%	\$638,178.16	\$638,178.16	\$638,178.16	\$638,178.16	\$2,340.73	\$22,488.35
PREVIOUS MONTH'S MATURITIES							
TOTAL WORKER'S COMPENSATION FUND		\$638,178.16	\$638,178.16	\$638,178.16	\$638,178.16	\$2,340.73	\$22,488.35
TOTAL WFISD INVESTMENTS & INTEREST EARNINGS		\$87,838,835.49	\$87,838,835.49	\$87,838,835.49	\$87,838,835.49	\$332,621.96	\$3,564,901.66
TEXPOOL HIGHEST BALANCE 03/04/2025							
GENERAL OPERATING FUND		\$53,666,687.16					
FOOD SERVICE		\$7,829,983.03					
INTEREST & SINKING FUND		\$13,528,195.00					
BOND CONSTRUCTION		\$6,267,489.45					
WORKER'S COMPENSATION		\$635,837.43					
MAINTENANCE TAX NOTE		\$0.00					
TOTAL		\$81,928,192.07					

Wichita Falls ISD
Property Tax Collections Report
March 31, 2025

This statement is compiled from the tax collections monthly statement for the month of March 2025 submitted to us by the Wichita County Tax Assessor-Collector, Tommy Smyth.

This statement shows total collections for the month. The breakdown is as follows:

Maintenance & Operations

<u>Original Levy</u>	<u>Adjustments</u>	<u>Adjusted Levy</u>		March 2025	FYTD	YTD	2024-25
				Collections	Collected	Collected	Budget
\$ 38,267,746.78	\$ (285,683.08)	\$ 1,691,986.25	Current				
\$ 1,671,040.38	\$ (203,405.29)	\$ 1,244,059.61	Prior Years				
Current Year				\$ 705,934.20	36,290,077.45	36,290,077.45	\$ 38,000,000
Prior Years				(59,598.03)	543,103.35	223,575.48	555,000
Penalty, Interest, & Misc Fees Collected				77,979.28	398,250.82	309,554.56	450,000
Refunds				(172,859.53)	(381,309.92)	(305,923.22)	
Adjustments				(90,832.52)	(543,744.64)	(487,633.35)	
Totals				\$ 460,623.40	36,306,377.06	36,029,650.92	39,005,000
Uncollected Levy						\$ 2,936,046	

Interest & Sinking

<u>Original Levy</u>	<u>Adjustments</u>	<u>Adjusted Levy</u>		March 2025	FYTD	YTD	2024-25
				Collections	Collected	Collected	Budget
\$ 22,509,415.06	\$ (166,586.21)	\$ 996,696.36	Current				
\$ 481,764.73	\$ (118,788.86)	\$ 253,323.77	Prior Years				
Current Year				\$ 415,236.23	\$ 21,346,132.49	21,346,132.49	\$ 22,861,576
Prior Years				(33,891.42)	288,077.04	109,652.10	129,500
Penalty, Interest, & Misc Fees Collected				42,629.10	162,574.92	120,465.54	72,647
Refunds				(97,702.95)	(214,910.75)	(173,193.46)	
Adjustments				(53,428.47)	(320,071.26)	(286,830.09)	
Totals				\$ 272,842.49	\$ 21,261,802.44	21,116,226.58	23,063,723
Uncollected Levy	4,186,066					\$ 1,250,020	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 4/1/2025 and Month Range from 3/1/2025 to 3/31/2025 and Tax Units = {multiple} and Date Type = 1

002 - WICHITA FALLS I.S.D.

CURRENT YEAR INFORMATION Start Financial Year 07/01/2024 12

Start Value 10,306,570,523	Start Exemption 4,326,138,229	Start Taxable 5,980,432,294	Rate 1.113493	Calc Start Levy 66,591,694.96	Actual Start Levy 60,777,161.84	Start Frozen Loss 5,814,528.29	Start + Frozen 66,591,690.13
Adjusted Value 10,304,064,480	Adjusted Exemption 4,362,614,546	Adj Taxable 5,941,449,934	Rate 1.113493	Calc Adj Levy 66,157,629.11	Actual Current Levy 60,323,437.53	Adj Frozen Loss 5,834,187.02	Act Levy + Act Frozen 66,157,624.55
Start Value 10,306,570,523	Net Value Adj (2,506,043)	Start Value + Net Value Adj 10,304,064,480		Actual Current Value 10,304,064,480		Other Loss 0.00	
Start Exemption 4,326,138,229	Net Exmp Adj 36,476,317	Start Exemp + Net Exmp Adj 4,362,614,546		Actual Current Exemption 4,362,614,546			

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 03/31/2025								
1975	43.23	0.00	0.00	0.00	0.00	43.23	0.00	0.00
1976	9.70	0.00	0.00	0.00	0.00	9.70	0.00	0.00
1977	40.96	0.00	0.00	0.00	0.00	40.96	0.00	0.00
1978	40.96	0.00	0.00	0.00	0.00	40.96	0.00	0.00
1979	155.82	0.00	0.00	0.00	0.00	155.82	0.00	0.00
1980	70.48	0.00	0.00	0.00	0.00	70.48	0.00	0.00
1981	223.19	0.00	0.00	0.00	0.00	223.19	0.00	0.00
1982	236.98	0.00	0.00	0.00	0.00	236.98	0.00	0.00
1983	315.24	0.00	0.00	0.00	0.00	315.24	0.00	0.00
1984	198.27	0.00	0.00	0.00	0.00	198.27	0.00	0.00
1985	345.84	0.00	0.00	0.00	0.00	345.84	0.00	0.00
1986	366.02	0.00	0.00	0.00	0.00	366.02	0.00	0.00
1987	326.70	0.00	0.00	0.00	0.00	326.70	0.00	0.00
1988	243.69	0.00	0.00	0.00	0.00	243.69	0.00	0.00
1989	550.51	0.00	(0.94)	0.00	0.00	549.57	0.00	0.00
1990	1,108.88	0.00	(1.02)	0.00	0.00	1,107.86	0.00	0.00
1991	365.09	0.00	(0.40)	0.00	0.00	364.69	0.00	0.00
1992	382.94	0.00	(0.40)	0.00	0.00	382.54	0.00	0.00
1993	1,253.44	0.00	(1.31)	0.00	0.00	1,252.13	0.00	0.00
1994	1,605.53	0.00	(1.37)	0.00	0.00	1,604.16	0.00	0.00
1995	1,869.94	0.00	(1.37)	0.00	0.00	1,868.57	0.00	0.00
1996	1,706.66	0.00	(1.41)	0.00	0.00	1,705.25	(0.08)	0.00
1997	2,350.14	0.00	(1.49)	0.00	580.15	1,768.50	0.00	24.70
1998	2,994.57	0.00	(1.53)	0.00	1,840.42	1,152.62	0.00	61.48
1999	3,102.48	0.00	(1.53)	17	0.00	1,840.42	0.00	59.35

Wichita County Tax Office

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 4/1/2025 and Month Range from 3/1/2025 to 3/31/2025 and Tax Units = {multiple} and Date Type = 1

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 03/31/2025	REFUNDS DUE	COL %
2000	2,739.62	(0.80)	(2.37)	0.00	1,663.38	1,073.87	(203.99)	60.76
2001	2,643.67	0.00	(1.57)	0.00	1,622.42	1,019.68	0.00	61.40
2002	2,821.11	0.00	(25.05)	0.00	1,545.35	1,250.71	0.00	55.26
2003	5,759.79	0.00	(25.05)	0.00	1,732.66	4,002.08	0.00	30.21
2004	11,547.23	(991.51)	(1,153.74)	45.78	385.31	10,008.18	0.00	3.70
2005	14,963.76	0.00	469.49	49.42	660.36	14,772.89	0.00	4.27
2006	16,937.22	0.00	296.36	40.09	471.00	16,762.58	0.00	2.73
2007	15,200.96	(11.87)	112.85	28.33	199.65	15,114.16	0.00	1.30
2008	14,595.86	(33.49)	(46.38)	0.00	95.77	14,453.71	0.00	0.65
2009	18,221.77	(33.52)	(46.41)	0.00	1,075.89	17,099.47	0.00	5.91
2010	20,080.86	(33.52)	(45.52)	0.00	1,671.00	18,364.34	0.00	8.34
2011	22,150.22	(148.13)	(185.80)	7.86	1,122.61	20,841.81	0.00	5.11
2012	29,422.60	(148.75)	(307.62)	41.67	2,677.91	26,437.07	0.00	9.19
2013	35,207.59	(59.59)	(71.65)	75.12	2,629.98	32,505.96	0.00	7.48
2014	54,346.74	(11,322.76)	(11,393.66)	18.98	3,491.86	39,461.22	0.00	8.12
2015	52,749.29	(34.35)	(110.65)	416.78	3,185.17	49,453.47	0.00	6.05
2016	61,432.64	(34.35)	(112.14)	608.60	4,351.25	56,969.25	0.00	7.09
2017	66,686.03	(34.35)	(112.14)	772.78	5,171.84	61,402.05	0.00	7.76
2018	79,339.08	(63.47)	(143.60)	632.82	4,398.37	74,797.11	0.00	5.55
2019	96,845.05	(74.78)	(1,237.27)	687.99	7,179.74	88,428.04	0.00	7.50
2020	118,930.03	(131.87)	1,847.65	719.46	17,297.78	103,479.90	0.00	14.32
2021	227,366.35	(157.03)	(45,904.80)	(23,670.18)	25,613.07	155,848.48	0.00	14.11
2022	428,841.88	(226.93)	(77,358.71)	(8,470.93)	74,992.82	276,490.35	0.00	21.33
2023	1,321,374.08	(47,178.66)	(274,521.04)	(65,494.02)	663,678.20	383,174.84	(25,233.39)	63.39
2024	60,777,161.84	(83,541.26)	(453,724.31)	1,121,170.43	57,636,215.95	2,687,221.58	(44,525.12)	95.54
TOTAL	63,517,272.53	(144,260.99)	(863,815.90)	1,027,680.98	58,467,390.33	4,186,066.30	(69,962.58)	

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	April, 2025 Budget Amendments
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Attachment
 <input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report	

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the attached budget amendments to the 2024-2025 budgets, as detailed on the attached Budget Amendment report. These amendments are submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Budgeted funds that are transferred between functions, as well as increases/decreases to the district's legally adopted budgets, require Board approval in the form of a budget amendment.

Fiscal Note:

General Operating revenues and expenditures reflect no change resulting in a balanced budget.

Food Service revenues and expenditures reflect no change resulting in a deficit budget of \$4,428,000.

There are no proposed amendments to the Debt Service budget.

The detail of the proposed amendments and cross-function transfers is reflected on the attached Budget Amendment report.

Memorandum

To: Dr. Donny Lee, Superintendent
From: Leah Horton, Chief Financial Officer
Date: May 13, 2025
Subject: April 2025 Budget Amendments/Revisions

General Operating Fund (199) Please approve the following inter-functional budget transfers:

<u>Campus/Dept.</u>	<u>Amount</u>	<u>From Function</u>	<u>To Function</u>
011 – Legacy High School			
Nursing Supplies	\$250	23	33
Interpreter	\$220	11	61
107 – Crockett Elementary			
Instructional Supplies	\$1,020	23	11
810 – Instructional Technology			
Admin Computers	\$200,727	11	53
935 – Special Education			
Cameras	\$821	21	11
Contracted Services	\$49,500	21	11
Itinerant Mileage	\$5,000	21	11
Legal Services	\$5,000	21	41

General Operating Fund (181/199): Please approve the following budget revisions to appropriate additional revenue and expenditures:

<u>Campus/Dept</u>	<u>Account</u>	<u>Amount</u>
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Attached spreadsheet(s) reflect the impact to the budget.

**Wichita Falls Independent School District
General Operating Fund Budget
Apr-25**

	Original Operating Fund 199 Apr	Proposed Transfers & Revisions Increase/ (Decrease)	Amended Operating Fund 199 Apr
Revenues:			
5700 - Local Revenues	\$ 41,117,000	\$ -	\$ 41,117,000
5800 - State Program Revenues	84,682,178	-	84,682,178
5900 - Federal Program Revenues	4,734,280	-	4,734,280
Total Revenues	\$ 130,533,458	\$ -	\$ 130,533,458
Expenditures			
11 - Instruction	\$ 71,301,181	(144,606)	\$ 71,156,575
12 - Instructional Resources and Media Services	1,250,569	-	1,250,569
13 - Curriculum and Instructional Staff Development	947,091	-	947,091
21 - Instructional Leadership	1,937,206	(60,321)	1,876,885
23 - School Leadership	6,964,848	(1,270)	6,963,578
31 - Guidance, Counseling and Evaluation Services	3,785,014	-	3,785,014
32 - Social Work Services	173,084	-	173,084
33 - Health Services	1,867,348	250	1,867,598
34 - Student Transportation	6,285,910	-	6,285,910
35 - Food Service	30,000	-	30,000
36 - Cocurricular/Extracurricular Activities	3,926,425	-	3,926,425
41 - General Administration	3,884,159	5,000	3,889,159
51 - Plant Maintenance and Operations	18,074,651	-	18,074,651
52 - Security and Monitoring Services	1,902,550	-	1,902,550
53 - Data Processing Services	3,668,192	200,727	3,868,919
61 - Community Services	16,700	220	16,920
71 - Debt Service	1,102,800	-	1,102,800
81 - Facilities Acquisition and Construction	2,776,901	-	2,776,901
93 - Payments to Fiscal Agent	100,000	-	100,000
95 - Payments to JJAEP	40,000	-	40,000
99 - Other Intergovernmental Charges	763,152	-	763,152
Total Expenditures	\$ 130,797,780	\$ -	\$ 130,797,780
Other Financing Sources (Uses)			
Sale of Real & Personal Property	\$ 10,000	\$ -	\$ 10,000
Transfer in from Food Service Fund	429,323	\$ -	\$ 429,323
Transfer to Capital Projects for Stadium Maintenance	(75,000)	-	(75,000)
Transfer to Capital Projects for Athletics	(50,000)	-	(50,000)
Transfer to Capital Projects for Fine Arts	(50,000)	-	(50,000)
	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	\$ (0)	\$ -	\$ (0)

**Wichita Falls Independent School District
Food Service Budget
Apr-25**

	Amended Child Nutrition Funds 240 & 242 Apr	Increase/ (Decrease)	Amended Child Nutrition Funds 240 & 242 Apr
Revenues:			
Local Revenues	\$ 1,350,042	\$ -	\$ 1,350,042
State Program Revenues	32,000	-	32,000
Federal Program Revenues	7,257,395	-	7,257,395
Total Revenues	\$ 8,639,437	\$ -	\$ 8,639,437
Expenditures			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services	\$ 11,083,114	\$ 1,555,000	\$ 12,638,114
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Other Intergovernmental Charges			
Total Expenditures	\$ 11,083,114	\$ 1,555,000	\$ 12,638,114
Other Financing Sources (Uses)			
Operating Transfers In			
Operating Transfers Out to General Operating Fund	\$ (429,323)	\$ -	\$ (429,323)
Excess (Deficiency) of Revenues Over Expenditures	\$ (2,873,000)	\$ (1,555,000)	\$ (4,428,000)

**Wichita Falls Independent School District
Debt Service Budget
Apr 2025**

	Original Debt Service Fund 599 Apr	Increase/ (Decrease)	Amended Debt Service Fund 599 Apr
Revenues:			
Local Revenues	\$ 23,188,723	\$ -	\$ 23,188,723
State Program Revenues	0	-	0
Federal Program Revenues	-		
Total Revenues	\$ 23,188,723	\$ -	\$ 23,188,723
Expenditures			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services			
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Debt Service	\$ 22,029,183	-	\$ 22,029,183
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Total Expenditures	\$ 22,029,183	\$ -	\$ 22,029,183
Other Financing Sources (Uses)			
Sale of Bonds			
Excess (Deficiency) of Revenues Over Expenditures	\$ 1,159,540	\$ -	\$ 1,159,540

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Purchase of Warehouse Cooler Replacement		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	None		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of the Food Service Warehouse Cooler Replacement (including installation) in the amount of \$350,359.00 to Mission Restaurant Supply as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The replacement of the food service warehouse cooler is necessary to ensure the continued safe and efficient storage of perishable food items for our schools. The current unit is aging, requiring constant repairs, and an increased risk of equipment failure. Upgrading to a new, energy-efficient cooler will improve temperature control, reduce maintenance expenses, and ensure continued food safety. This investment will also support smoother operations and help reduce food spoilage/waste. Replacing the cooler is a necessary step to maintain reliability and efficiency in our food service operations.

The recommendation is a result of RFQ/CSP 2425-19-S-25, which was advertised twice in the Times Record News and issued on the district’s bid solicitation online platform. One-hundred-nine (109) vendors received commodity invitations, three (3) receive external invitations, fourteen (14) vendors viewed the opportunity, five (5) submitted “no bid,” and two (2) vendors submitted proposals, of which Mission Restaurant Supply earned the highest evaluation score. The evaluation committee includes Chris Fain, Director of Maintenance, Johnnie Ozee, Food Service Maintenance Supervisor, and maintenance supervisors Kenneth Callahan and Lawrence Mastalsz. The solicitation was facilitated by Lauren Zotz, Director of Purchasing. The solicitation and recommendation are verified to meet procurement requirements for this federally funded purchase.

Vendor	Corporate Address	Evaluation Score
Mission Restaurant Supply	San Antonio, Texas	95.00
Johnson-Lancaster and Associates	Burleson, Texas	69.53

Fiscal Note:

This expenditure will be paid with Board-approved Food Service Excess Fund Balance Plan 1, and this recommendation has received TDA capital expenditure approval (unit price >\$10,000). Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Purchase of Food Service Tilt Skillets		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Quote and Quote Summary		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of (14) Food Service Tilt Skillets (product only) in the amount of \$184,268.04 to Ace Mart Restaurant Supply as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

This purchase of the replacement tilt skillets in fourteen (14) of our school cafeterias is essential to maintaining efficient, reliable, and high-quality food service for our students. Many of the existing tilt skillets have reached the end of their lifespan, leading to frequent breakdowns, inconsistent cooking, and increased maintenance costs. Upgrading appliances improves kitchen workflow and reduces energy consumption.

The recommendation is the result obtaining quotes from five (5) vendors. Ace Mart's response is in full compliance with the specifications and the bid meets state and federal procurement requirements.

Campuses assigned tilt skillet replacement: Barwise, Burgess, Crockett, Cunningham, Fain, Fowler, Franklin, Jefferson, Milam, Scotland Park, Southern Hills, Washington, West, and Zundy.

See attached quote and quote summary for details.

Fiscal Note:

This expenditure will be paid with Board-approved Food Service Excess Fund Balance Plan 2, and this recommendation is pending additional TDA approval for capital expenditure approval (unit price >\$10,000). Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local.



Quote

04/10/2025

To:
WFISD
JOHNNIE OZEE



Project:
WFISD TILT SKILLETS

From:
Ace Mart Restaurant Supply -
Stores
Jennifer Bell
1122 Scott Ave.
Wichita Falls, Texas 76301
9407664389 600 (Contact)

Project Code: 44525

Job Reference Number: 61174

Consultant: Ace Mart Restaurant Supply
(John Paine)

Item	Qty	Description	Sell	Sell Total
<u>1</u>	9 ea	TILTING SKILLET BRAISING PAN, GAS  Cleveland Range Model No. SGL30TR (CLESGL30TR) DuraPan™ Tilting Skillet, gas, 30-gallon capacity, modular open base, standard with hydraulic hand tilt with quick lowering feature, stainless steel construction, includes spring-assisted cover, gallon markings and electronic spark ignition, stainless steel level adjustable feet, 91,000 BTU, IPX6, CE, NSF	\$14,038.41	\$126,345.69
	9 ea	1-year parts & labor warranty, standard		
	9 ea	Extended Warranty, not to exceed 36 months from date of installation (K-12 Schools only)		
	9 ea	10 Year Pan warranty (K-12 Schools only)		
	9 ea	Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details)		
	9 ea	Natural Gas		
	9 ea	Standard wattage		
	9 ea	120v/60/1-ph, 1.8 amps NEMA 5-15P, standard		
			ITEM TOTAL:	\$126,345.69
<u>2</u>	5 ea	TILTING SKILLET BRAISING PAN, ELECTRIC  Cleveland Range Model No. SEL30T1 PowerPan™ Tilting Skillet, electric, 30-gallon capacity, bead blasted cooking surface, 10° tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, stainless steel construction with open leg frame, UL, CE, NSF	\$11,329.47	\$56,647.35
	5 ea	1-year parts & labor warranty, standard		
	5 ea	Extended Warranty, not to exceed 36 months from date of installation (K-12 Schools only)		
	5 ea	10 Year Pan warranty (K-12 Schools only)		

Item	Qty	Description	Sell	Sell Total
	5 ea	Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details)		
	5 ea	Standard wattage		
	5 ea	208v/60/3-ph, 12.0kW, 33.3 amps,3 wire		
	5 ea	INSTKEL45APLG Cord & Plug Install Kit, for 45 AMP operation, 6 AWG x 8 ft long wire, M40 plastic electrical pass through 6/4 wire, NEMA 15-50P plug	\$255.00	\$1,275.00
	5 ea	Standard controls, temperature control dial, LED ON indicator light, main power switch, standard LEAD TIME IS 3-5 WEEKS		
			ITEM TOTAL:	\$57,922.35
			Subtotal	\$184,268.04
			Total	\$184,268.04

TERMS: **Purchase Orders are accepted with net 30 day terms from date of invoice.** Prices FOB your dock. Pricing is good for 7 days from date of bid, unless otherwise stipulated. Prices contained on this quote are subject to Ace Mart being awarded the entire quoted package. If individual line(s) are chosen, pricing is subject to change.

Non-stock/special order items are not eligible for return.

Ace Mart will make all efforts to make one complete shipment. Ace Mart will not be responsible for freight delays.

- Installation charges not included unless otherwise specified on the quote
- Acceptance of this proposal is subject to the final approval of the Ace Mart Restaurant Supply Co
- All electrical, mechanical, plumbing interconnections and final connections to be installed by others
- All contractors, motor starters, disconnects, plugs and pigtails not provided as standard by the manufacturer are to be provided by the electrical contractor
- Customer will verify and sign acceptance that their facility meets electrical and plumbing requirements to install and operate the equipment on this purchase order. Ace Mart will not be responsible for incorrect specifications provided or accepted by the customer
- Warranties are standard as offered by the manufacturer
- Ace Mart Restaurant Supply is not responsible for damaged items accepted and signed for at the time of delivery.

Please be advised that all quoted prices provided by Ace Mart Restaurant Supply, Big Plate or Curtis Restaurant Supply are based on current manufacturer pricing and cost structures available at the time of quotation. These prices do not include any pending or future tariff increases, surcharges, or additional costs that manufacturers may impose in lieu of price increases.

Due to the evolving nature of global trade policies, supply chain disruptions, and other economic factors, manufacturers may apply additional charges beyond the control of Ace Mart Restaurant Supply, Big Plate or Curtis Restaurant Supply. Should any such surcharges or tariff increases be implemented before the fulfillment of your order, we reserve the right to adjust our pricing accordingly to reflect these additional costs. We will make every effort to notify you as soon as possible of any such changes.

Applicable Sales Taxes Will Be Applied to the Final Invoice After Order is Placed.

Shop online with us 24/7 at www.acemart.com

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$184,268.04

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Procurement of Special Education Services (Diag, SLP)		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	None		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Information Only

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees receive information regarding RFP 2526-06-C-26 Special Education Staffing for needs related to Speech Language Pathologists and Diagnosticians, to multiple vendors on an as-needed basis, for the 2025-2026 School Year, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

RFP 2526-06-C-26 was advertised twice in the Times Record News and issued on the District’s electronic bidding platform. Sixty-two (62) vendors viewed the bid and twenty-six (26) vendors submitted valid proposals for one or both of the service categories. Historically, the positions sought have been hard to fill and the District operates with vacant positions and a continued increase in Special Education student referrals and enrollment. Fulfilling staff shortages with this RFP assures the district complies with special education laws and legal requirements to provide the essential services. The RFP Evaluation Committee consists of Alefia Paris-Toulon, Executive Director of Special Programs, Kimberly Thorne, Associate Director of Special Programs, and Kendra Maroney, District Lead Speech Language Pathologist. The solicitation was facilitated by Lauren Zotz, Director of Purchasing.

In the current 2024-2025 school year, SLP (and LSSP) services were obtained at an expense of \$1,275,276.08 (services to date). This is the expense-only portion and does not take into consideration the Medicaid reimbursement portion related to services provided to students.

See the table of responding vendors on Page 2. Due to end-of-year schedules, the bid responses were not scored in time for inclusion on this agenda. Full scoring results will be presented to the Board for vote at the Special Session scheduled for Monday, May 19, 2025, at 6:00pm in Room 302.

Fiscal Note:

The expenditures will be paid with Local and/or Federal Funds. Expenditures exceeding \$100,000 require Board approval per Policy CH (Local).

Vendor Name	Vendor City	Diag Score	SLP Score
AMN Allied Services, LLC	San Diego, California		
Applied Pediatrics Inc	Doraville, Georgia		
Assessment Intervention Mgmt, LLC	San Antonio, Texas		
Beyond Therapy Educational Solutions	Dallas, Texas		
Candor Consulting and Diagnostics	Belton, Texas		
Customized Staffing Solutions	Deer Park, Texas		
E-Therapy Intermediate Inc	Chicago, Illinois		
Gillem Staffing	Paris, Texas		
Hopewell Therapy	Denver, Colorado		
LanceSoft Inc	Herndon, Virginia		
National Recruiting Consultants	Carrollton, Texas		
NOVA Speech Therapy Services	Richmond, Texas		
Parallel Learning Behavioral Health	New York, New York		
Point Quest	Elk Grove, California		
PresenceLearning Inc	New York, New York		
ProCare Therapy	Peachtree Corners, Georgia		
Proximity Learning INC	Austin, Texas		
Seagull Student Services	Sherman, Connecticut		
Sevn Workforce Solutions LLC	Colleyville, Texas		
Sigma Resources LLC	Pittsburgh, Pennsylvania		
Soliant Health LLC	Peachtree, Georgia		
Specialized Assessment & Consulting	Cypress, Texas		
Sunbelt Staffing	Oldsmar, Florida		
Texas Therapy Consultants PLLC	Houston, Texas		
The Stepping Stones Group LLC	Chicago, Illinois		
TinyEYE Therapy Services	Saskatoon, Saskatchewan Canada		

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WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Procurement of Security Monitoring Services
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	None
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action
<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award Security Monitoring Services to Commercial & Industrial Electronics, Inc.(C&I) for three (3) years with the option to renew for two (2) additional one-year periods as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Security Monitoring Services for the district include the 24/7 monitoring of fire alarms, (fire alarm systems, sprinkler systems, status), security systems (burglar, opens/closing, panic), elevator status, water levels, and special critical conditions (such as Food Service cold storage monitoring).

The recommendation is a result of RFP 2526-04-S-30 Security Monitoring Services, which was advertised twice in the Times Record News and issued on the district’s online bid solicitation platform. Seven (7) vendors received automatic invitations, three (3) received direct invitations, and one (1) vendor submitted a proposal.

Commercial & Industrial Electronics earned the highest/only evaluation score. The evaluation committee includes Chris Fain, Director of Maintenance, Scott McLaughlin, Fire and Security Coordinator, and Kenneth Callahan, Maintenance Supervisor. C&I has successfully provided these services to WFISD since 2012. The solicitation was facilitated by Lauren Zotz, Director of Purchasing, and the award recommendation provided herein is verified to meet state procurement requirements.

Vendor	Corporate Address	Evaluation Score	Annual Spend
Commercial & Industrial Electronics, Inc	Wichita Falls, Texas	100	Not to Exceed \$21,000

Fiscal Note:

This expenditure will be paid with budgeted Maintenance funds. Multi-year expenditures require Board of Trustees’ approval per Policy CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Procurement of Pest Control Services
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Evaluator Scoring
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action
<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award district-wide pest control services to Art’s Home Pest Exterminators (“Art’s”) for three (3) years beginning July 1, 2025, through June 30, 2028, for the current base services amount of \$28,584.24, with two (2) optional one-year renewal periods as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Texas law requires school districts to implement and maintain an Integrated Pest Management (IPM) program and appoint a certified IPM Coordinator; for WFISD, that certification is held by Chris Fain, Director of Maintenance. IPM is regulated by the Texas Department of Agriculture (TDA), and focuses on safe, preventive pest control using minimal-risk methods. Highly affected (food) areas like kitchens and teacher lounges are treated regularly, while other areas are addressed on an as-needed basis.

RFP 2526-03-S-30 for Pest Control Services was advertised twice in the Times Record News and issued on the district’s bid solicitation online platform. One-hundred-nine (109) vendors received an invitation by commodity, ten (10) local vendors were manually invited, nine (9) vendors (local and non-local) viewed the opportunity, and two (2) vendors submitted proposals. The responding vendors are both TDA-licensed and meet or exceed district needs to maintain a successful IPM program.

Lauren Zotz, Director of Purchasing, facilitated the solicitation. The evaluation team includes Chris Fain, Director of Maintenance, and Maintenance Supervisors Kenneth Callahan and Lawrence Mastalsz, each independently scoring the submissions. The scoring resulted in a recommendation of an award to Art’s Home Pest Exterminators. Furthermore, the award recommendation provided herein is verified to meet state and federal procurement requirements.

Vendor	Headquarters	RFP Score
ABC Pest Control	Tyler, Texas	62.70
Art’s Home Pest Exterminators	Wichita Falls, Texas	95.00

Fiscal Note:

This expenditure will be paid from budgeted Maintenance funds and budgeted Food Service (Child Nutrition) Funds. Multi-year expenditures require Board of Trustees’ approval per Policy CH Local.

Supplier Scoring Summary

2526-03-S-28 Addendum 1 - Pest Control Services - Scoring Round

Supplier	Rank		Scoring Round 1 of 1										
	Rank	Score	0. Purchase Price	1. Meets District's Needs	2. Quality	3. District Maintenance Plan	4. IPM Procedures Alignment	5. Vendor References	6. Vendor Relationship with District	6. Historically Underutilized Businesses	7. Long-term Cost	8. Vendor, Vendor's parent company, or majority owner data.	9. Specifically requested relevant information
	1	95.00	50.00	15.00	15.00	0.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00
Arts Home Pest Exterminators	1	95.00	50.00	15.00	15.00	0.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00
ABC Home and Commercial Serv	2	62.70	21.37	15.00	15.00	0.00	5.00	4.33	2.00	0.00	0.00	0.00	0.00
		78.85	35.69	15.00	15.00	0.00	5.00	4.67	3.50	0.00	0.00	0.00	0.00

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Purchase of Capturing Kids’ Hearts		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Capturing Kids’ Hearts Proposal and Quote Summary		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees to purchase the professional development package Capturing Kids’ Hearts (The Flippen Group) in the amount of \$153,400.00, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Capturing Kids Hearts (CKH) has been an integral component of district initiatives since the 2015-2016 school year. CKH supports several components of our current 5-part Strategic Plan, including Part 1 – “We will maximize human potential through a culture of high expectations”; Part 3 – “We will build a collaborative culture to foster ownership and increase engagement”; and Part 4 – “We will develop systems to identify and meet the physical, emotional, and social needs of students.” CKH strategies emphasize the importance of relationships and their effect of increasing academic achievement by building a strong classroom culture and serving the whole child to meet the social and emotional needs of our students.

Booker T. Washington Elementary*
 Burgess Elementary*
 Crockett Elementary*
 Cunningham Elementary School*
 Fain Elementary School*
 Fowler Elementary School*
 Franklin Elementary*
 Jefferson Elementary*

Milam Elementary School*
 Scotland Park Elementary
 Sheppard Elementary School*
 Southern Hills Elementary School*
 West Foundation Elementary School*
 Zundy Elementary School*
 McNeil Middle School

*Denotes 2024-2025 National Showcase Campuses

This recommendation is a result of RFP 2425-06-C-25 Professional Development or Training, which was advertised twice in the Times Record News and issued on the district’s online bid solicitation platform. One hundred-six (106) vendors received commodity invitations, one (1) received direct invitations, and thirty-one (31) vendors submitted a proposal. The solicitation and subsequent quote process were facilitated by Lauren Zotz, Director of Purchasing, and the award recommendation provided herein is verified to meet state and federal procurement requirements, and that the recommended vendor is not debarred by the U. S. Office of the Inspector General.

Fiscal Note:

This expenditure will be made from Federal Funds. This purchase exceeds \$100,000 which requires the Board of Trustees’ approval per policy, CH Local.

Vendor Price Quote Summary Form

Type of Funds:

Date: 5/2/2025

Quoted by:

Lauren Zoltz

Federal

Type "AWARDED" above the Selected Vendor >

			AWARD								
			Vendor #1					Vendor #2			
Vendor Name:			The Flippen Group, CKH		Teach Like A Champion			Thrivng Students Collective			
			Megan Haisten		Building a Strong Classroom Culture			Trains teachers, parents, adm, LSSP			
			all travel included								
Notes:			Capturing Kids Hearts		Building Relationships with students			Subscription licenses listed, other travel sessions offered but does not support district goal.			
Description	Qty	Unit Measure	Unit Price	Total		Unit Price	Total		Unit Price	Total	
			\$ -			\$ -			\$ -		
Capturing Kids Hearts 1 Training (in-person, 2 days, up to 50)	2	each	\$25,500.00	\$ 51,000.00	includes travel		\$ -			\$ -	
CKH Process Champions Training (in-person, 1 day, up to 30)	1	each	\$14,300.00	\$ 14,300.00	includes travel		\$ -			\$ -	
Campus Traction Visit (2-day in-person campus visit)	1	each	\$8,500.00	\$ 8,500.00	includes travel		\$ -			\$ -	
Campus Traction Visit (3-day in-person campus visit)	1	each	\$12,100.00	\$ 12,100.00	includes travel		\$ -			\$ -	
CKH Campus Premium (ongoing support to campus)	15	each	\$4,500.00	\$ 67,500.00	travel n/a		\$ -			\$ -	
			\$ -				\$ -			\$ -	
Direct-to-teacher or Train-the-trainer two-day (2 presenters)	1	each	\$ -			\$31,000.00	\$ 31,000.00	plus travel		\$ -	
Direct-to-teacher or Train-the-trainer two-day (2 presenters) PEAK SEASON CHARGE	1	each	\$ -			\$4,000.00	\$ 4,000.00	plus travel		\$ -	
Per campus fee (For above)	15	each	\$ -			\$1,000.00	\$ 15,000.00			\$ -	
Remote 5-session (over 5 weeks)	15	each	\$ -			\$16,000.00	\$ 240,000.00			\$ -	
			\$ -				\$ -			\$ -	
Thrivng Parents License	0	each	\$ -				\$ -		\$35.00	\$ -	
Thrivng Educator License (estimated license count)	900	each	\$ -				\$ -		\$190.00	\$ 171,000.00	
Thrivng LSSP License (estimated license count)	10	each	\$ -				\$ -		\$200.00	\$ 2,000.00	
			\$ -				\$ -			\$ -	
			\$ -				\$ -			\$ -	
SUBTOTAL			\$ 153,400.00			\$ 290,000.00			\$ 173,000.00		
SHIPPING COST (or indicate if free)					n/a		\$ -	n/a			free or not
Other Fees (specify in comments)			\$ -				\$ -				
TOTAL PRICE:			\$ 153,400.00			\$ 290,000.00			\$ 173,000.00		
NOTES	This program has proven successful in the District by improving teachers' understanding of how to further build and strengthen student social and emotional well-being with teacher-student relationship, providing the teacher with tools specific to their needs and providing teachers consistent training and growth.					Based on the description and outline of this program, it doesn't meet the district's desired goal of gaining understanding to further build and strengthen student social and emotional well-being with teacher-student relationship, providing the teacher with tools specific to their needs and providing teachers consistent training and growth.					
TOTAL OF SPLIT ORDERS											

If the lowest priced quote is not selected reasoning for non-selection must be specified. Reasoning must be complete and valid. Outline reasoning here:

See notes in vendor column.

Signature:

Lauren Zoltz

Date: DATE 05/02/2025



Capturing Kids' Hearts®

Powered by Flippen Group



CAPTURING KIDS' HEARTS



SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

Created by:

Megan Haisten
Capturing Kids' Hearts
RFP 23-15

Prepared for:

Tabitha Eastman
Wichita Falls Independent School District
Date: March 19, 2025



Wichita Falls Independent School District ("Client" or "you")
1104 Broad Street
Wichita Falls, Texas 76301

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("**CKH**" or "**we**") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

SERVICE AGREEMENT



Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	Solutions Subtotal
<p>Capturing Kids' Hearts® 1 Training</p> <p>Two consecutive-day training sessions for up to 50 participants</p> <p>Includes:</p> <ul style="list-style-type: none"> • Access to the course training manual • Limited collection of foundational videos and resources on CKH.org 	July 30-31, 2025	2	\$25,500.00	\$51,000.00
<p>Capturing Kids' Hearts® Process Champions Training</p> <p>One-day instructional session for up to 30 participants</p> <p>*Prerequisite: Capturing Kids' Hearts® 1 Training, with at least 70% Capturing Kids' Hearts® implementation on campus.</p>	Fall 2025	1	\$14,300.00	\$14,300.00
<p>Campus Traction Visit</p> <p>Two-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team.</p>	Fall 2025	1	\$8,500.00	\$8,500.00

SERVICE AGREEMENT



Campus Traction Visit Three-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team.	Fall 2025	1	\$12,100.00	\$12,100.00
CKH Campus Premium A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training	2025-2026 School Year	5	\$4,500.00	\$22,500.00
CKH Campus Premium A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training	2025-2026 School Year	10	\$4,500.00	\$45,000.00

Grand Total \$153,400.00



ADDITIONAL CHARGES (where applicable):

TRAVEL EXPENSES:

Travel fees for each training event or other service provided by CKH under this Agreement are included in the grand total. Unless otherwise agreed in advance, such travel fees inside the Continental United States will be included on the invoice and billed at the rate of \$1,300.00 for one-day events, \$2,000.00 for two-day events, and \$2,350.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

FACILITY EXPENSES:

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

ADDITIONAL PARTICIPANT FEES (to the extent applicable):

- A \$450.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.
- A \$450.00 fee will be charged for each person over 30 not to exceed 35 total per Capturing Kids' Hearts® Process Champions Implementation Visit.

Section 3: Investment

AGREEMENT:

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 45 calendar days following March 19, 2025. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, May 3, 2025.

PAYMENT TERMS:

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or July 1, 2025 for the 2025-2026 school year(s) (whichever occurs later) through June 30, 2026. Unless terminated in writing, subscription service(s) will automatically renew on July 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

Section 4: Policies

SCHEDULING:

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Nonrefundable travel expenses that Capturing Kids' Hearts has incurred as a result of the Client rescheduling or cancelling a service will be passed through to your organization.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “**Trademarks**”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids’ Hearts and the contractual relationship between Capturing Kids’ Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client’s organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent



that such use complies with all Applicable Restrictions & Requirements. For these purposes, “**Applicable Restrictions & Requirements**” means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, “**Prohibited Actions**”), all of which you are prohibited from doing without CKH’s express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

CONFIDENTIALITY:

This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client’s participants that may be contained or reflected in Deliverables (collectively, “**Confidential Information**”) shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, “**Deliverables**”), “AS IS” and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT’S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to megan.haisten@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Wichita Falls Independent School District



By:

Printed Name:
Client's Authorized Representative

Title:

Date:

Contact Information:
Capturing Kids' Hearts
Attn: Megan Haisten
megan.haisten@capturingkidshearts.org
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311
Fax: 877-941-4700



Addendum to Capturing Kids' Hearts 04/26/2024

#1 Fingerprinting and Background Attachment

#2 Insurance Attachment

#3 Indemnity. WFISD AND CKH SHALL MUTUALLY INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OTHER AND ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, FORMER EMPLOYEES, VOLUNTEERS, AGENTS AND LEGAL REPRESENTATIVES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTIONS, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT TO THE EXTENT PERMITTED BY TEXAS LAW. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM FOR ANY LOSS ATTRIBUTABLE TO THE SOLE NEGLIGENCE OF CKH OR WFISD.

#4 Israel Boycotts. Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if Vendor has at least ten (10) full time employees, then Vendor, by its execution of this Agreement represents and warrants to the District that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

#5 Abortion Providers. Vendor verifies by its signature that it is not an abortion provider or an affiliate of abortion providers.

#6 Boycott of Energy Companies. Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the District that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This provision does not apply to sole proprietorships.

#7 Discrimination Against Firearm Entities. Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the District that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This provision does not apply to sole proprietorships.

#8 Governing Law. This Agreement shall be construed pursuant to the laws of the State of Texas. The Parties hereby consent to the exclusive personal jurisdiction of the courts in and for the State of Texas in the event of litigation pertaining hereto, with venue to lie in Wichita County.

#9 Force Majeure. Neither party shall be liable for delay in performance or nonperformance hereunder due to causes beyond that party's reasonable control, including but not limited to acts of God, fires, strikes, pandemics, epidemics, and delinquencies of suppliers, intervention of any governmental authority or acts of war on terrorism. In such event, the non-performing party will provide prompt written notice to the other party (i) of the date of inception of the event and the extent to which it will affect performance, (ii) the reasons for such nonperformance, and (iii) the anticipated length of its inability to perform. The nonperforming party shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed by any event unless and until such delayed product or service is provided. The provisions of this section shall not preclude District from canceling or terminating the Agreement.

#10 Availability of Funds. WFISD, being a governmental entity that operates on an annual budget funded by taxpayer dollars, may terminate this Agreement, without penalty, if the board of Trustees in a majority vote does not appropriate funds for the continuance of the services.



Risk and Contract Management

#11 Documents of Authority. The Contractor shall not perform Services without prior receipt of a fully executed copy of this Agreement and a corresponding District Purchase Order (PO). Failure of Contractor to withhold Services until both documents of authority are provided by the District may significantly delay payment(s) or invalidate the contract.

#12 Federal Provisions

The following provisions are required and apply when federal funds are expended by WFISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between WFISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR§200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by WFISD, WFISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by WFISD, WFISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or WFISD. WFISD also reserves the right to terminate the contract immediately, with **90 (ninety) days** written notice to vendor, for convenience, if WFISD believes, in its sole discretion that it is in the best interest of WFISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by WFISD as of the termination date if the contract is terminated for convenience of WFISD. Any award under this procurement process is not exclusive and WFISD reserves the right to purchase goods and services from other vendors when it is in the best interest of WFISD.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by WFISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



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Does vendor agree? YES CC Initials of Authorized Representative of vendor

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by WFISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



Risk and Contract Management

Pursuant to Federal Rule (F) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to WFISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. WFISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless WFISD knows the certification is erroneous.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by WFISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by WFISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,



Risk and Contract Management

an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- J. Procurement of Recovered Materials – When federal funds are expended by WFISD, WFISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended WFISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

- K. Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by WFISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



Risk and Contract Management

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215

When federal funds are expended by WFISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, WFISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. WFISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216

WFISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334

When federal funds are expended by WFISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by WFISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT



Risk and Contract Management

When federal funds are expended by WFISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of WFISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322

As appropriate and to the extent consistent with law, WFISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that WFISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.



**WICHITA FALLS
INDEPENDENT
SCHOOL DISTRICT**

1104 Broad • P.O. Box 97533
Wichita Falls, Texas 76307-7533
Phone (940) 235-1008 • www.wfisd.net

Risk and Contract Management

Does vendor agree? YES CC Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES CC Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: The Flippen Group dba Capturing Kids' Hearts

Address, City, State, and Zip Code: 1199 Haywood Drive, College Station, TX 77845

Phone Number: 800-316-4311 Fax Number: 877-941-4700

Printed Name and Title of Authorized Representative: Cara Cooley; Operations Coordinator

Email Address: info@capturingkidshearts.org

Signature of Authorized Representative: Cara Cooley

Date: April 15, 2025 Federal Tax ID # 74-2900345

Felony Conviction.

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

By signing this agreement, Contractor certifies that the information concerning notification of felony convictions has been reviewed and certifies that to the best of its knowledge and belief, that it and its principals is neither owned nor operated by anyone who has been convicted of a felony.

Debarment. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency



Risk and Contract Management

- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify WFISD within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a)-(d) above, with respect to Contractor or its principals.

Capturing Kids' Hearts® (CKH) is committed to ensuring the safety, security, and integrity of all those representing or affiliated with the organization.

Background checks are used in accordance with federal and state law, along with CKH policies, to ensure all employees and contractors have provided true and accurate information and do not represent a threat to our values.

CKH Criminal History Check Policy:

- For all current employees and contractors: A criminal history check must be conducted annually on any individual who performs work for CKH.
- For all new hires: A criminal history check must be conducted as part of the onboarding process on any individual, employee or contractor, who will perform work for CKH.

The following authorized criminal history check sources may be used, as appropriate:

- a) Selection.com; and/or
- b) other state, national, and international agencies.

A criminal history check will include the following:

- a) County Courts Criminal Record Search;
- b) Search America National Criminal Database Record Search; including Department of Justice Sex Offender Search; Sex Offenders Registry;
- c) Federal Courts Criminal Record Search;
- d) Social Security Trace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 3020 Barron Rd. College Station TX 77845	CONTACT NAME: Teresa Chao PHONE (A/C No. Ext): 817-210-6769 E-MAIL ADDRESS: tchao@higginbotham.net		FAX (A/C, No): 817-347-6981
	INSURER(S) AFFORDING COVERAGE		
INSURED The Flippen Group DBA Capturing Kids' Hearts 1199 Haywood Dr. College Station TX 77845	FLIPP4	INSURER A : American Casualty Company Of Reading,	NAIC # 20427
		INSURER B : The Continental Insurance Company	35289
		INSURER C : Lancer Insurance Company	26077
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 668758917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8018841304	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8018841285	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			8018841299	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	8018890468	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY Landmark American			LHR865927	4/1/2025	4/1/2026	Each Claim 2,000,000 Aggregate 2,000,000 SAM Coverage 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Wichita Falls ISD
 Purchasing
 1104 Broad Street
 Wichita Falls TX 76301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

\$7

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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED The Flippen Group DBA Capturing Kids' Hearts 1199 Haywood Dr. College Station TX 77845	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

NAMED INSURED SCHEDULE INCLUDES:

- MB Flippen and Susan Flippen,
- School Research Nexus LLC
- Teachworthy Texas LLC
- Q2 Management LLC
- The Flippen Group LLC
- Integrus Leadership LLC
- 2016 Grateful, LLC
- Q2 Limited Partnership
- Q2 Limited Partnership dba Teachworthy
- Alpha Omega Trust,
- MB Flippen & Susan Flippen dba The Flippen Place
- Education Management Trust
- Arrow Academy LLC
- The Flippen Group dba Learning Keys
- The Flippen Group LLC dba Capturing Kids' Hearts
- The Flippen Group LLC dba Teamalytics

Workers Compensation (For CA Only):
 Insurer: The Continental Insurance Company
 Policy Number: 8018987315
 Effective Dates: 4/1/2025 - 4/1/2026
 Limits: \$1,000,000

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Workers Compensation policy covers the states of: AL, AZ, AR, CO, CT, FL, GA, IL, IN, IA, KS, LA, MD, MI, MO, MT, NY, NC, ND, OH, OK, OR, PA, SC, TN, TX, VA, WA, WI, WY

The Umbrella Liability policy follows form provided by underlying insurance: General Liability, Hired/NON-Owned Auto, and Employers Liability policies.

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8. Governing law; jurisdiction

These Terms are governed by the laws of the State of Texas without reference to the principles of conflicts of laws thereof.



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WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Purchase of Lowman Education Modules (2025-2026)		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	2025-2026 District Purchase Summary		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of Lowman Education Modules for educational support at all campuses for the 2025-2026 school year in the amount of \$197,200.00 as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Lowman Education modules are designed to support student learning by providing targeted, supplemental study resources that reinforce core academic concepts. These modules offer structured, easy-to-follow content that helps students build confidence, close learning gaps, and master skills at their own pace. By integrating these tools alongside classroom instruction, educators can better meet individual student needs and enhance overall academic achievement.

This purchase will be made utilizing Allied States #24-7491, which was advertised twice in the El Paso Times. The Lowman Education module pricing is verified by Allied States to be compliant with the vendor award. This expenditure is confirmed to meet all procurement requirements for this purchase.

See attached purchase summary.

Fiscal Note:

This expenditure will be paid with Budgeted SCE funds. Purchases over \$100,000 require the Board of Trustees' approval per Policy CH Local.

25-26	Lowman New and Renewal Modules	New 4/30	New 6/1	Ren 4/30	Ren 6/1	Total Campus	Total Secondary / Elementary
Current	Legacy HS	0	0	900	0	900	
Current	Memorial HS	0	0	900	0	900	
Current	Barwise MS	10500	3000	1400	0	14900	\$37,900.00
Current	Hirschi MS	3500	750	2550	0	6800	
Current	Rider MS	2000	2000	2450	0	6450	
Current	Sheppard MS	6000	1500	450	0	7950	
Current	Burgess ES	0	0	1350	0	1350	
Current	Crockett ES	7500	0	600	0	8100	
Current	Scotland Park ES	10500	0	300	0	10800	
Current	Sheppard ES	9450	0	0	0	9450	
Current	Washington	7500	0	600	0	8100	
New Camp	Cunningham	13500	0	0	0	13500	\$159,300.00
New Camp	Fain	13500	0	0	0	13500	
New Camp	Fowler	13500	0	0	0	13500	
New Camp	Franklin	13500	0	0	0	13500	
New Camp	Jefferson	13500	0	0	0	13500	
New Camp	Milam	13500	0	0	0	13500	
New Camp	Southern Hills	13500	0	0	0	13500	
New Camp	West	13500	0	0	0	13500	
New Camp	Zundy	13500	0	0	0	13500	

\$178,450.00	\$7,250.00	\$11,500.00	\$0.00	\$197,200.00
By 5/15	After 6/1	By 5/15	After 6/1	

By 5/15	\$189,950.00
After 6/1	\$7,250.00
Grand Total	\$197,200.00

WICHITA FALLS ISD BOARD OF TRUSTEES

May 13, 2025

Agenda Item:	Purchase of Stadium Lights (Memorial Stadium)		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Quote		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of stadium lights for Memorial Stadium from Musco Sports Lighting, LLC, in the amount of \$321,000.00, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation

Musco Sports Lighting, LLC (Musco), is a large-area lighting systems company headquartered in Oskaloosa, Iowa. Of the four (4) vendors contacted, Musco offered the cost-saving option of retrofitting replacement lights instead of full replacement of lights and poles at Memorial Stadium. Musco standard warranty program covers materials and labor for ten years. The products outlined herein includes updated lighting for better visibility as well as upgraded functions to offer improved entertainment features, theatrical effects, light show programming, remote on/off, and onsite dimming (high/medium/low/blackout), which will benefit spectator experience at district events, area playoff events, and other events held at the stadium. In addition to the improved functionality, the change to LED lighting will significantly reduce the stadium overhead lighting cost per event by an estimated 50%.

Historical Stadium electricity expenditure:

ANNUAL	2024-2025	2023-2024	2022-2023
Stadium Electricity	\$75,133.48	\$84,228.94	\$78,815.49
Est, June Expense	\$3,417.00		
Total Annual Exp*	\$78,550.48	\$84,228.94	\$78,815.49
<i>Includes lights in parking lots, field house and locker rooms, gate lighting, all interior lights as well as stadium lights.</i>			
<i>Does <u>not</u> include Garnett Field, Field E, Miracle Field, Hoskins Field, GWFSA Fields, or Sunrise Optimist Club fields.</i>			

The Musco quote is verified to be compliant with Buyboard contract# 677-22, which was advertised by Buyboard twice in (11) newspapers. This expenditure is confirmed to meet all procurement requirements for this purchase.

Fiscal Note:

This project will be funded with budgeted funds. This purchase exceeds \$100,000 and requires Board of Trustees' approval per Policy CH Local.

Quote

Date: May 7th, 2025
Expiration date: June 7th, 2025
To: Lauren Zotz

Project: Wichita Falls ISD Memorial Stadium Relight
Wichita Falls, TX
Musco Project Number: 200889

BuyBoard

Master Project: 218434, Contract Number: 677-22, Expiration: 09/30/2025
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Football Field – 360' x 160' **\$321,000**

Sales tax & bonding of the equipment is not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 75 foot-candles and uniformity of 2.0 on the field.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires.
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- Mounting hardware for pole top luminaire assemblies and electrical components enclosures.
- Disconnects.
- UL listed assemblies.
- Spill light and off-site glare light minimized.

Show-Light® Entertainment System with Control-Link® Control and Monitoring

- Control and monitoring cabinet.
- Communication cabinets.
- 1 touchscreen tablet for onsite control of theatrical effects.
- 4 standard pre-programmed theatrical lighting effects applied to facility lighting design.
- 2 custom pre-programmed theatrical effects or scenes applied to facility lighting design.
- 4 minutes of light show programming set to customer supplied and licensed music.
- Remote on/off control.
- Onsite dimming (high/med/low/blackout).
- Monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

Musco Scope

- Provide design and layout for lighting system.
- Test and final aim equipment.

Installation Services Provided

- Unload Musco Fixtures and components at site.



Quote

- Assemble Musco fixtures, crossarms and driver enclosures.
- Remove the existing fixtures with cages.
- Install the new LED fixtures and crossarms.
- Install wiring harness from driver enclosure to light fixtures.
- Remove the existing controls and contactors on each side.
- Install new control link on each side.
- Install the drivers in each electrical room under the stands.
- Run controls from visitor side to home side.
- Run control cable from home side enclosure to press box for touch screen.
- Install touch screen in pressbox.
- Clean-up paper wrappings.

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production.
- Provide electrical design and materials for the electrical distribution system.
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

**All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22**

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jackson Lord
Territory Sales Associate
Musco Sports Lighting, LLC
Phone: 214-437-4279
E-mail: Jackson.Lord@musco.com.



WICHITA FALLS ISD BOARD OF TRUSTEES

May 13, 2025

Agenda Item:	Construction Method for Special Education Project at Barwise		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	No Attachments		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees review the construction methods and designate the methodology to be utilized for the Special Education project at Barwise providing for the LEAP Program requirements, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Refresh and repair projects exceeding \$50,000 are considered "construction," and per Policy CV(Local), "Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000."

Options for construction method include the following Board Policies:

- CVA – Competitive Bidding (Traditional Method)
- CVB – Competitive Sealed Proposals (Traditional Method)
- CVC – Construction Manager-Agent
- CVD – Construction Manager-at-Risk
- CVE – Design-Build
- CVF – Job Order Contracts

The Board may select the method solely at the Board’s discretion or may consider district staff recommendation of the most advantageous method(s) to complete the project with the best option for timeline and/or budget. The district staff recommendation for the Barwise SPED Project:

Design-Build (CVE) is not as common as other methods but is a bit of a faster option considering the procurement is a one-step approach, assuming the awardee is properly licensed as both an architect and a contractor. In this method, a contract is established with a single vendor, the design-build team, which includes both the design and construction professionals. In this method the design and construction phases overlap, allowing for faster project delivery, as well as establishing a single point of contact and responsibility for both design and construction.

Fiscal Note:

As per Policy CV-Legal, "If the *Board of Trustees* considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which method provides the best value for the district."

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	FDA (Local) and FNCE (Local) Discussion and Review		
Administrator Responsible:	Scot Hafley, Assistant Superintendent		
Attachments:	FDA Local Policy		
	FNCE Local Policy		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees review and discuss Board Policy FDA (Local) and FNCE (Local) as submitted by Scot Hafley, Assistant Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Policy FDA (Local) covers inter-district transfers for students living outside of the WFISD attendance zone. Previously all intra and inter district transfers were located in FDB (Regulation). In January of 2024 the WFISD Board of Trustees moved all intra-district transfer policy to FDB (Local). This is the first reading of FDA (Local) and will move all inter-district transfer policies and procedures out of FDB (Regulation)

Policy FNCE needs to be updated to remove the language requiring students to pay a fee to have their electronic devices returned. This will move our local policy in alignment with the student handbook.

Fiscal Note:

As of 4-25-25 WFISD enrolls 280 out of district students equating to \$1,724,800 in basic funding.

Authority

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

Transfer Requests

~~Except as provided below, a nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time for elementary and secondary students. Students on a transfer who failed to be in "good standing" during the school year are not allowed a transfer for the subsequent school year.~~

Out of District (interdistrict) transfers apply to students living outside Wichita Falls Independent School District (WFISD). Approved Interdistrict transfers are granted for the grade span of the campus. An approved elementary transfer does not guarantee a specific secondary school.

Interdistrict transfers will be accepted and reviewed by the student assignment office throughout the school year. Prior to approving or denying an Interdistrict transfer the student assignment office will review the applicant's previous academic, disciplinary, and attendance records. If the requested campus is at capacity or not available due to mileage the student assignment office will work with the applicant to select an alternate campus.

The following criteria will also be considered before approving an Interdistrict Transfer:

- **Student must be a Texas resident**
- **Distance to school requested**
- **Available space at the school requested**
- **Prior academic, disciplinary, and attendance history in WFISD or current school district.**
- **Balanced Enrollment**
- **Individual needs of the student and reason for the transfer**
- **Legal requirements affecting student transfer process**
- **Special course requests**
- **Medical reason(s) with physician's statement explaining the specific medial need**
- **Siblings attending a WFISD school**
- **Other factors WFISD deems relevant to the request**

Transportation

WFISD does not provide transportation for transfer students unless otherwise required by law or specified District specialized programs. Parents whose transfer requests are approved will be responsible for providing transportation to and from the campus.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in ~~a transfer request not being approved the following year~~ immediate revocation.

Proof of Residence for interdistrict transfers requires a two-step verification process.

Step 1

- A current lease agreement, recent property tax statement, or mortgage statement proving residence outside of Wichita Falls ISD.
- Step 2
- Provide 2 of the following documents with addresses matching the statement in step 1.
- Utility Bill (Gas, Electric, Water)
- Driver's license of government issued Identification
- Voter Registration certificate

Revocations

Transfers are considered a privilege. Transfers may be revoked by the receiving principal with the approval of the Superintendent or designee for any of the following reasons:

- Student becomes a disruption to school operations.
- Student becomes a detriment to the learning of other students.
- Student has persistent disciplinary or attendance problems.
- Lack of parental cooperation and support. Documentation of these events must be shared with the Director of Student Services for verification prior to revocation.
- Changes in the facility and/or instructional capacity at the campus.
- Falsification of residence, transfer, or enrollment documents; or
- Other relevant factors as determined by the building principal.

Definitions	<p>As used in this policy, “parent” shall also include guardians, conservators, students 18 years or older, or other persons having legal control of a student.</p> <p>“Good standing” used in this policy shall mean that a student has not been placed in a disciplinary alternative education program (DAEP) and has not been suspended or expelled from classes, has not met standards of attendance to be referred to attendance court, or has not received a failing grade within the current or immediately preceding semester.</p>
Nonresident Students	<p>In approving transfers of nonresident students, the Superintendent or designee shall consider the following criteria:</p> <ol style="list-style-type: none">1.—The student’s status as a Texas resident.2.—Whether the student is in good standing as defined in this policy.3.—The availability of space and instructional staff.4.—The ability of the student, parent, or legal guardian to provide transportation to and from school. <p>The District shall follow applicable state and federal law when considering the transfer request of a student with a known disability, including a student who receives special education services.</p> <p>Unless the Superintendent or designee grants a waiver, the admission of children of nonresident District employees shall be conditioned upon the criteria set forth in this policy and policy FDB(LOCAL) as interdistrict students, in addition to the requirements of “good standing” as defined in this policy.</p>
Incoming Ninth Graders	<p>Grade 9 students living outside the District’s boundaries may attend District high schools in accordance with qualifications and guidelines established in policy FDB(LOCAL) and in this policy.</p> <p>A parent may contact the student assignment office to receive a transfer application form. The completed forms may be mailed, delivered, or emailed to the student assignment office.</p> <p>Once a transfer or assignment has been approved by the student assignment office and accepted by the parent, the assignment is binding for the grade span of a campus unless a student fails to meet any of the criteria set forth above. The parent/guardian shall receive notice of tentative assignment, acceptance, or denial within 30 school days after receipt of the application. Final approval shall be made as soon as possible following the transfer period.</p> <p>The student and parent must enter into a written contract with the District providing that such student shall continue to be allowed to</p>

	attend the assigned District school each year for so long as the student remains qualified and meets the conditions stated herein.
Tuition	If the District charges tuition, the amount shall be set by the Board, within statutory limits.
Waivers	The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]
Nonpayment	The District may initiate withdrawal of students whose tuition payments are delinquent.
Change of Residence	An interdistrict student who moves into WFISD but outside his or her approved campus and wishes to complete the remainder of the academic year may do so with principal approval. However, to stay at the campus for subsequent years will require a submitted transfer request and approval by the District Transfer Committee. An interdistrict student who changes primary residence but remains outside of WFISD must update the new address with the campus registrar. Using a false address or refusing to update an address is grounds for an immediate revocation by the campus principal.
Honors	High school students transferring their senior year only cannot be considered for valedictorian or salutatorian. A student must have been enrolled in the same high school in the District at the end of his or her junior year and for his or her entire senior year immediately preceding graduation to be considered.
Athletic Eligibility	A student may not transfer for the purpose of participation in extracurricular activities. Transfer students are subject to all University Interscholastic League (UIL) eligibility requirements. All transfer students who wish to participate in varsity competition must complete the UIL Previous Athletic Participation Form. All Previous Athletic Participation forms will be reviewed by the UIL District Executive Committee (DEC). Varsity eligibility or length of ineligibility will be determined by the DEC. All student athletes are subject to a minimum of two home visits per year conducted by members of the coaching staff. All findings will be shared with the Director of Athletics and any possible UIL violations or falsifying of addresses will be reported to the Director of Student Assignment and the District Executive Committee for UIL.

**Academic and
Performing Arts**

To be eligible for other extracurricular activities, transfer students must be enrolled and attending the transfer school fifteen (15) calendar days prior to the application deadline for tryouts or election.

Falsifying Addresses

Student or families who falsify their address to attend another school or seek a transfer with false information will be removed from the campus of attendance and return to their assigned attendance zone or school district.

If it is discovered a student is attending a school under false information the campus principal and their designee will give the family ten business days to update their address and provide an accurate proof of residence according to FDA (LOCAL) prior to moving the student back to their home campus.

Falsifying information is a violation of the Texas Penal Code and Texas Education Code.

- **TEXAS PENAL CODE: Section 37.10 – Tampering with Government Records: Class A Misdemeanor** punishable by up to one year in jail, a fine of up to \$4,000, or both jail time and a fine.
- **TEXAS EDUCATION CODE: Section 25.001(h) – In addition to the penalty provided by Section 37.10, Texas Penal Code, a person who knowingly falsifies information on a form required for enrollment of a student in a school district is liable to the district if the student is not eligible for enrollment but is enrolled based on the false information. The person is liable for the period during which the ineligible student is enrolled, for the greater of: (1) The maximum tuition fee the district may charge under Section 25.038 of this code; or (2) The amount the district has budgeted for each student as maintenance and operating expenses.**

Appeals

Level I Appeal

A written petition submitted by the parent will be considered within 15 days of the decision. Parents are asked to provide a written petition to the assistant superintendent stating the extenuating circumstances that they wish to be considered in requesting a change in the decision. The written petition and supporting documentation must be submitted in person to the

assistant superintendent at 1104 Broad St., Wichita Falls, TX 76301.

The Level I Appeal decision will be issued on or before the end of the fifth (5th) business day following the receipt of the written petition.

If a parent is not satisfied with the decision of the Level I Appeal, the parent may file a Level II Appeal to the WFISD Board of Trustees.

Level II Appeal

A written request for an Appeal to the Board must be filed with the office of the Superintendent no later than the fifth (5th) business day following the parent's receipt of the Level I Appeal decision.

The written request for appeal to the Board may be submitted in any format, including email directed to the Superintendent's secretary or by filing a hard copy of the same with the Office of Student Assignment, at 1104 Broad St., Wichita Falls, TX 76301. The appeal will be considered by the WFISD Board of Trustees.

The Board will consider each written petition and evidence submitted in support of the same, as well as the findings of the Level I Appeal. The Board's review will be limited to the information considered on the Level I Appeal. Any action on the Appeal will be taken in Open Session.

Tuition

If the District charges tuition, the amount shall be set by the Board, within statutory limits.

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

~~Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.~~

Note: For searches of personal telecommunications devices or other personal electronic devices, see FNF.

Personal Use

Telecommunications
Devices

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus rules.

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

Other Electronic
Devices

Guidelines regarding other personal electronic devices shall be addressed in the student handbook.

Instructional Use

A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Texas Department of Agriculture Excess Net Cash Resource Plan		
Administrator Responsible:	Hafley, Scot, Assistant Superintendent		
Attachments:	TDA-Approved Excess Fund Spending Plan 2023-2024		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the Texas Department of Agriculture (TDA) approved Excess Net Cash Resource Plan (2023-2024) as submitted by Scot Hafley, Assistant Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

A plan to reduce excess Child Nutrition net cash resources (as required by TDA) was developed by members of WFISD’s Maintenance, Finance, Purchasing and Food Service departments. The plan was approved by TDA on April 16, 2025 in full, and must now be reviewed and approved by the Board.

All eventual purchases of \$100,000 or more will be brought to the Board for approval. All Capital Expenditures (unit pricing) over \$10,000 will be further approved by TDA prior to purchase.

Many items listed on the already approved 2023-2024 Excess Fund Plan were combined from the 2022-2023 Plan in order to work from a single plan. The new items in the 2023-2024 plan include upgraded district-wide freezer alarms, upgraded Hirschi Serving Lines, and two new Food Service delivery vans. The completion date for the original Plan 2 listed items is August 31, 2025, and the completion date for the new/additional items is March 28, 2026.

Fiscal Note:

The excess cash resources are determined by subtracting the three-month average expenditures from the Net Cash resources. These funds are strictly tied to improvements in food service and food quality for WFISD students. The Food Service fund balance is separate from the WFISD fund balance and budget.

Contracting Entity (CE): Wichita Falls ISD

Fiscal Year Start Date (MM/YYYY): 07/2023

School Year: 2023/2024

Date: 03/28/2026

Net Cash Resources Current Assets (Excluding Inventories) - Current Liabilities	\$ 8,051,306.00
Six-Month Average Expenditures (Total Expenditures / operating months) x 6 months	-\$ 3,927,320.50
Excess Net Cash Resources (Excess Fund Balance)	\$ 4,123,985.50

Description of allowable expenditure(s) proposed to decrease excess net cash resources:

<u>Description of activity</u>	<u>Unit(s)</u>	<u>Estimated Cost</u>	<u>Time frame</u>
Commercial Washer/Dryer Combo	1	24,505.45	08/31/2025
Rider Cafeteria Replace Serving Lines	1	500,000.00	08/31/2025
Rider Cafeteria Replace Tables & Chairs	1	125,000.00	08/31/2025
Pizza Impinger	2	76,000.00	08/31/2025
Tilt Skillet	14	420,000.00	08/31/2025
2-door freezer	1	6,808.00	08/31/2025
Pizza Prep Table	2	11,000.00	08/31/2025
Delivery Box Truck	2	263,000.00	08/31/2025
Electric Pallet Jacks	2	5,985.48	08/31/2025
Manual Pallet Jacks	2	892.42	08/31/2025
Electric Forklift	1	35,000.00	08/31/2025
Combi Ovens	18	594,000.00	08/31/2025
McNiel Serving Line Replacement	1	450,000.00	03/28/2026
TOTAL Must be greater than or equal to the Excess Net Cash Resources amount		\$ 2,512,191.35	

Contracting Entity (CE): Wichita Falls ISD


Fiscal Year Start Date (MM/YYYY): 07/2023

School Year: 2023/2024

Date: 03/28/2026

Net Cash Resources Current Assets (Excluding Inventories) - Current Liabilities	\$ 8,051,306.00
Six-Month Average Expenditures (Total Expenditures / operating months) x 6 months	-\$ 3,927,320.50
Excess Net Cash Resources (Excess Fund Balance)	\$ 4,123,985.50

Description of allowable expenditure(s) proposed to decrease excess net cash resources:

<u>Description of activity</u>	<u>Unit(s)</u>	<u>Estimated Cost</u>	<u>Time frame</u>
Freezer Alarms	19	100,000.00	03/28/2026
Rider Bistro Replacement	1	236,794.15	03/28/2026
Food Service Cooler Replacement	1	400,000.00	03/28/2026
Hirschi Serving Line Replacement	1	350,000.00	03/28/2026
2-door Freezers	10	225,000.00	03/28/2026
McNiel Cafeteria tables	1	150,000.00	03/28/2026
Food Service Delivery Vans	2	150,000.00	03/28/2026
TOTAL Must be greater than or equal to the Excess Net Cash Resources amount		\$ 1,611,794.15	

Please provide a short narrative explaining the following:

- **How the above expenses benefit the School Nutrition Program(s) and comply with procurement regulations.**
- **The processes that will be in place to prevent excess net cash resources from reoccurring in the future at all sites.**

Notes: The first twelve items listed are items from last year's TDA approved ENCR plan still purchasing. The McNiel cafeteria tables listed on this year's plan are not a shared cost as they are only used by Child Nutrition and so therefore will be paid for by Child Nutrition.

How the above expenses benefit the School Nutrition Program(s) and comply with financial regulations.

The excess fund balance spending plan will address the aging kitchen equipment in Wichita Falls ISD, focus on improved delivery from the food services warehouse, and update two serving lines. New two door freezers will enhance the ability of our kitchen staff to store food efficiently. The new delivery vans will deliver food and goods to each kitchen more efficiently, speeding up deliveries and providing our kitchen staff with more time to prepare quality food. The updated serving lines at Hirschi and McNiel will improve our ability to move students through the cafeteria faster to give them more time to enjoy eating the nutritious meals.

The processes that will be in place to prevent excess net cash from reoccurring in the future at all sites:

WFISD completed the inventory of all kitchen equipment in the district and is now focused on enhancing our service ability. Our Manager of Energy is working to update all our kitchen utility and custodial costs to ensure our numbers reflect recent cost increases due to inflation. Our maintenance staff is collaboratively working with our operations team on the established kitchen equipment replacement plan which will prevent excess net cash resources from reoccurring in the future.

Lisa Lonsdale

Signature of Representative Authorized in TX-UNPS

03/28/2025

Date

Lisa Lonsdale

Printed Name of Representative Authorized in TX-UNPS

03/28/2025

TDA Approval

78

Date 04/16/25

✓ Approved

Troy Warden

Page 3 of 3

Assistant Director for School Operations

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Monthly Personnel Report		
Administrator Responsible:	Denise Williams, Director of Human Resources		
Attachments:	No Attachment		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees reviews the employee resignations/retirements that have been submitted since the last work session board meeting. The resignations/retirements have been accepted in accordance with the requirements of Policy DFE (Local).

Letters of Retirement:

Professionals

Hardaway, Dayna-Executive Director, Ed Center, Retirement Date 6/30/25
Nichols, Linda-Principal, JJAEP, Last Day 6/13/25

Clerical/Auxiliary/Support

Davis, Velda-Aide, Hirschi, Last Day 5/22/25

Letters of Resignation:

Professionals

Allen, Bradley-Teacher, Barwise, Last Day 5/22/25
Arredando, Anna-Teacher, Cunningham, Last Day 5/22/25
Bailey, Leslie-Counselor, Legacy, Last Day 5/30/25
Barton, Avery, Teacher, Cunningham, Last day 5/22/25
Beaver, Shavodrick-Teacher/Coach, Legacy, Last Day 5/22/25
Bertram, Garrett-Teacher, Fain, Last Day 5/22/25
Brown, Brittney-Teacher, Memorial, Last Day 5/22/25
Caraway, Brittany-Teacher, Haynes Head Start, Last Day 5/22/25
Cook, Natalie-Teacher, McNeil, Last Day 5/22/25
Cullar, Alyvia-Teacher, Fain, Last day 5/22/25
Tuttle, Jami-Counselor, Legacy, Last Day 5/30/25
Dickey, Kelly-Teacher, Haynes Head Start, Last Day 5/22/25
Donaldson, Kilee-Teacher, Fowler, Last Day 5/22/25
Garcia, Laura-Teacher, Franklin, Last day 5/22/25
Gellner, Caroline- Teacher, Fain, Last Day 5/22/25
Goodson, Amanda-Teacher Burgess, Last Day 5/22/25
Hardaway, Del-Principal, Hirschi, Last Day 6/30/25
Houck, Amber-Teacher, McNeil, Last Day 4/22/25
Hughes, Jessica-Teacher, Cunningham, Last Day 5/22/25
Lancaster, Megan-Teacher, Sheppard, Last Day 5/22/25
Little, Landon-Teacher, McNeil, Last Day 5/22/25 79
Maness, Gina- Teacher, West, Last Day 5/22/25
Marvin, Kimberly-Teacher, McNeil, Last Day 5/22/25

Matthews, Barrett-Teacher, JJAEP, Last Day 5/22/25
McCabe, Traci-Teacher, Zundy, Last Day 4/11/25
McCleskey, Joy-Teacher, Memorial, Last Day 5/22/25
McDonald, Sherry-Teacher (1 yr. contract) Barwise, Last Day 5/22/25
Meyer, Morgan-Teacher, Legacy, Last Day 5/22/25
Quezada, Roland-Teacher/Coach, Memorial, Last Day 5/22/25
Reynolds-Preville, Criseyde-Teacher, Memorial, Last Day 5/22/25
Rice, Shawn-Teacher, Memorial, Last Day 5/22/25
Rios, Jennifer, Teacher, Fain, Last Day 5/22/25
Strange, Marklie-Teacher, Jefferson, Last Day 5/22/25
Taylor, Lauren-Teacher, Memorial, Last Day 5/22/25
Thomas, Kim-Teacher, Burgess, Last Day 5/22/25
Walding, Kimberly-Teacher/Coach, Memorial, Last Day 5/22/25
Waugh, Taylor-SPED Counselor, Ed Center, Last Day 5/22/25
White, Essence-Teacher, Haynes Head Start, Last Day 5/22/25
Wood, Peyton-Teacher, CEC, Last Day 5/22/25
Woodward, Brenda-Teacher, Cunningham, Last Day 5/22/25

Clerical/Auxiliary/Support

Alexander, Tamara-Aide, Denver, Last Day 5/22/25
Beaver, A'Driana-Aide, Crockett, Last Day 4/21/25
Brown, Shara-Aide , Legacy, Last Day 5/22/25
Contreras, Carmen- HR Specialist, Ed Center, Last Day 5/30/25
Duque-Wheeler, Rozamond-Aide, Barwise, Last Day 5/22/25
Ibarra, Jolia-Aide, Sheppard, Last Day 4/21/25
Leverett, Amanda- Support Tech, Carrigan, Last Day 6/11/25
Losoya, Karla- Aide, Brook Village, Last Day 5/2/25
Ramirez, Emma-Aide, Haynes Head Start, Last day 4/11/25
Reidenbach, Sandra-aide, Crockett, Last Day 5/22/25
Saenz, Victor-HVAC Technician, Maintenance, Last Day 4/4/25
Taack, Austin-Support Tech, Carrigan, Last Day 5/9/25

WICHITA FALLS ISD BOARD OF TRUSTEES
May 13, 2025

Agenda Item:	Applicant Pool		
Administrator Responsible:	Denise Williams, Director of Human Resources		
Attachments:	Applicant Pool		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the proposed applicant pool as submitted by Denise Williams, Director of Human Resources, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
May 13, 2025**

CERTIFIED APPLICANT POOL

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Rhine, Meghan	Generalist Grades (EC-4)	Midwestern State University Bachelor's	6	Teacher Fowler Elementary Replacing Viktoria Bria	WFISD
Russell, Brianna	ELAR Grades (7-12) English as a Second Language Grades (EC-12)	Texas State University Bachelor's	6	Teacher - Coach Legacy High School Replacing Julie Yandell - Coaching & Dylan Williams (in district transfer)	Nocona ISD
Gaddis, Damon	Mathematics Grades (7-12)	University of North Texas Bachelor's University of Texas Master's	4	Teacher Legacy High School Replacing William Hinkle	Dallas ISD
*Hammack, Jase	All Level Physical Education Grades (EC-12)	University of Mary Hardin-Baylor Bachelor's & Master's	1	Teacher-Coach Legacy High School Replacing Jerry Myers	Ponder ISD

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

*** One-year out-of state Certification*

****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

Avitia, Emilio	DOI	Midwestern State University Bachelor's	NA	Teacher Memorial High School Replacing Robert Acuna	NA
Russell, Robert "Griffin"	Physical Education Grades (EC-12) Special Education Grades (EC-12)	Midwestern State University Bachelor's	4	Teacher - Coach Memorial High School Replacing Ryan Quezada	Burkburnett ISD
Noe, Kyle	Social Studies Grades (4-8)	Midwestern State University Bachelor's	NA	Teacher Rider Middle School Replacing Emily Largent	NA
Shafer, Rodey	Agriculture, Food & Natural Resources Grades (6-12)	West Texas A&M University Bachelor's	7	Teacher CEC - Legacy Replacing John Davis	Burkburnett ISD
Fields, Terry	Special Education Grades (EC-12)	Wayland Baptist University Bachelor's	5	Teacher - Coach CEC - Legacy Replacing Jerry Myers, Teacher Jordan Criswell, Coach	Denton ISD

Asterisk indicates Contract Addendum Required. See key below.

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Granado, Daniel	DOI	Texas State Technical College Associate Degree	7	Teacher CEC Replacing Zayne Mayfield	NA
Thompson, Jasmine	Special Education Grades (EC-12) ELAR Grades (4-6)	University of Arlington Bachelor's Lamar University Master's	10	Teacher Rider Middle School Replacing Michelle Barton in-district move	Irving ISD
Johnson, Samantha	Secondary ELA Composite Grades (6-12) ESL Supplemental Grades (7-12)	West Texas A&M Bachelor's	5	Teacher Rider Middle School Replacing Kenneth Woods on-campus move	Amarillo ISD
Berndt, Esther	Spanish Grades (EC-12) ESL Supplemental Grades (6-12)	Wayland Baptist University Bachelor's & Master's	14	Teacher Memorial High School Replacing Terrence Inniss	WFISD
Grona, Alison	Core Subjects Grades (EC-6) Special Education Grades (EC-12) ESL Supplemental Grades (EC-12)	Southwestern University Bachelor's	3	Teacher Crockett Elementary Replacing Marsha Boston in-district move	Carrollton Farmers Branch ISD

Asterisk indicates Contract Addendum Required. See key below.

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***** Non-Renewal Permit*

DOI = District of Innovation

Moore, Grace	Art Grades (EC-12) School Librarian Grades (EC-12)	Sam Houston State University Bachelor's University of North Texas Master's	11	Instructional Media Specialist-Librarian Rider Middle School Replacing Belinda Wolf	Dayton ISD
Vincent, Tara	Core Subjects w/ STR Grades (EC-6)	University of North Alabama Bachelor's	15	Teacher Franklin Elementary Classroom added position	WFISD
*Sheppard, Cortney	Core Subjects w/STR Grades (EC-6)	Colorado Technical University Bachelor's	NA	Teacher Cunningham Elementary	NA
Moore, Joshua	Physical Education Grades (EC-12)	Howard Payne University Bachelor's	12	Teacher - Coach Rider Middle School & Memorial High School Replacing Kimberly Walding	Dayton ISD
Cannon, Calli	Core Subjects w/STR Grades (EC-6) ESL Supplemental Grades (EC-6)	McMurray University Bachelor's	4	Teacher Fain Elementary Replacing Jordan Simms	Abilene ISD

Asterisk indicates Contract Addendum Required. See key below.

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****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

Spolstra, Emily	Special Education Grades (EC-12) Core Subjects w/STR Grades (4-8)	Dakota State University Bachelor's	NA	Teacher Rider Middle School Added position from Barwise Replacing Bradley Allen	NA
Johnson, Jessica	Art Grades (EC-12)	Midwestern State University Bachelor's	8	Teacher Legacy High School Replacing Morgan Meyer	Burkburnett ISD
Carnes, Amy	Core Subjects Grades (EC-6) ELAR Grades (8-12) ESL Supplemental Grades (EC-12)	Midwestern State University Bachelor's	3	Teacher Sheppard Elementary Replacing Dakota Davis	Jacksboro ISD
Baker, Stacey	Science Grades (4-8) Health Grades (4-8) All Level Physical Education Grades (PK-12)	University of Central Oklahoma Bachelor's	20	Teacher Rider Middle School Replacing Jackson Bovenkamp	Vernon ISD

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DOI = District of Innovation

Harrison, A'Breanna	Core Subjects Grades (EC-6) Special Education Grades (EC-12) ESL Supplemental Grades (EC-12)	Hardin Simmons University Bachelor's	3	Teacher Haynes Head Start Replacing Hannah Harder	Garland ISD
Taylor, Amy	Science Grades (4-8) Generalist Grades (EC-6)	Midwestern State University Bachelor's	6	Teacher Booker T. Washington Elementary Replacing Kenna Edwards	Electra ISD
Burns, Destiny	Core Subjects w/ STR Grades (EC-6) ESL Supplemental Grades (EC-6)	Midwestern State University Bachelor's	5	Teacher Ben Milam Elementary Replacing Clara Shirley in-district move	Jacksboro ISD
Grimsley, David	Music Education Grades (EC-12)	Jackson State University Bachelor's University of Central Florida Master's	3	Assistant Band Director Memorial High School Replacing Thomas Borgman	Frisco ISD

Asterisk indicates Contract Addendum Required. See key below.

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Mitchell, Robyn	Core Subjects w/ STR Grades (EC-6)	Midwestern State University Bachelor's	4	Teacher Sheppard Elementary Replacing Megan Lancaster	Jacksboro ISD
Templeton, Danielle	Core Subjects w/ STR Grades (EC-6)	Tarleton State University Bachelor's and Master's	2	Teacher Fowler Elementary Replacing Kilee Donaldson	Stephenville ISD
Farrell, Jasmine	Special Education Grades (EC-12)	Midwestern State University Bachelor's and Master's	2	Teacher West Foundation Replacing Leslie Varva	Mesquite ISD

Asterisk indicates Contract Addendum Required. See key below.

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****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
May 13, 2025**

NON-CERTIFIED APPLICANT POOL

Name	License	University	Yrs of Exp	Position/Assignment	Previous District
Ruiz, Yajaira	Social Work	Midwestern State University Bachelor's	2	College and Career Advisor Rider Middle School Replacing Paden Jones	Community in Schools

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

*** One-year out-of state Certification*

****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

**WICHITA FALLS ISD BOARD OF TRUSTEES
MAY 13, 2025**

Agenda Item:	Minutes		
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools		
Attachments:	Minutes of Work Session, April 8, 2025 Minutes of Public Hearing, April 14, 2025 Minutes of Regular Meeting, April 14, 2025		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a work session on April 8, 2025, a public hearing on April 14, 2025, and a regular meeting on April 14, 2025 as submitted by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The following are copies of the minutes referenced above. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
WORK SESSION MEETING APRIL 8, 2025**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a work session meeting on the above date. The meeting was called to order at 12:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Ms. Katherine McGregor Mr. Jim Johnson, Ms. Sandy Camp, Ms. Susan Grisel and Mr. John Barnard. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Dayna Hardaway, Executive Director of Human Resources, Ms. Leah Horton, Chief Financial Officer, Ms. Keli Sims, Administrative Assistant to the Exec Director of HR, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Ashley Thomas, Communications Officer, Mr. Jeff Hill, Director of Elementary Curriculum, Mr. Jayme Carr, Director of Secondary Curriculum, Ms. Trish Potts, Internal Auditor, Ms. Marchuetta Matthews, Administrative Assistant to the Assistant Superintendent, Ms. Amy Simmons, Cunningham Elementary Principal, Mr. Curtis Shahan, Director of Technology, Mr. Grant Freeman, Director of Athletics, Mr. Larry Menefee, Director of Student Services and Ms. T-Ann Haney, retiree/substitute.

INVOCATION:

Mr. Mark Lukert gave the invocation.

PUBLIC COMMENT:

None

REPORTS AND SPECIAL DISCUSSION:

WFISD ATHLETICS UPDATE

Mr. Grant Freeman, Director of Athletics presented information regarding the number of students participating in athletics across the district as well as the monetary value of ticket sales to the various sporting events held throughout the year at WFISD facilities.

FINANCIAL SERVICES:

FINANCIAL REPORTS AS OF FEBRUARY 28, 2025

Ms. Susan Grisel, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees approve the Financial Reports as of February 28, 2025 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6-0

MARCH 2025 BUDGET AMENDMENTS

Mr. Jim Johnson, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees approve the budget amendments to the March 2025 budgets as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6-0

PURCHASE OF PLAYGROUND EQUIPMENT (ROUND 2)

Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees approve the purchase of playground equipment for a total of \$318,790.04, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. In the Fall of 2024, multiple awarded vendors were evaluated for the purpose of reviewing the current condition and compliance of all district playgrounds. Cunningham Recreation (dba Game¹ Time) was selected for the Playground Projects considering the district's needs consider the District's successful experience with this vendor. The vendor provided

an on-site evaluation of Fain Elementary’s playground equipment to assure safety and compliance with current standards. Fain Elementary’s playground is the first of the Year 2 Playground Plan.

Campus	Equipment and materials (inc Freight)	Demo/Install	Less Grant or Discount	Total
Booker T Washington	\$57,674.99	\$31,599.00	\$23,071.00 Discount	\$66,202.99
Crockett	\$27,956.70	\$34,700.00	\$1,844.76 Discount	\$60,811.94
Fain	\$104,491.96	\$39,595.00	\$23,593.32 & \$2,500.00 Discounts	\$117,993.64
Haynes	\$5,674.62	\$22,145.00	\$0	\$27,819.62
Southern Hills	\$30,662.43	\$16,250.00	\$950.58 Discount	\$45,961.85
			Grand Total	\$318,790.04

The purchases will be made utilizing Buyboard Contract 679-22, and all quotes are verified to be compliant and fulfill the competitive procurement requirements.

This item will be placed on the consent agenda for the regular meeting on April 14, 2025

PURCHASE OF IXL CURRICULUM RESOURCE

Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees approve the purchase of IXL Learning for educational support of all K-10 students (10,000 students) during the 2025-2026 school year in the amount of \$232,495.00 as recommended by Dr. Donny Lee, Superintendent of Schools. IXL Learning uses insights from student work in the curriculum and real-time diagnostic to generate personalized guidance for each learner. The personalized action plans link individual students to the skills that will help them build on their knowledge and remediate gaps in understanding by utilizing interactive components and unlimited practice questions. IXL Learning offers program training for teachers to assure full utilization and effectiveness. IXL Learning is a District-approved digital online resource. This purchase will be made utilizing IXL Learning’s award on TexBuy 022-026, which was advertised twice in in the Amarillo Globe-News. The vendor quote is verified by TexBuy to be compliant with the vendor award. The cost per student-user in 2024-2025 was \$24.95, and did not increase, though the vendor applied discount decreased, from \$35,000 to \$10,000 discount, resulting in a year-to-year increase of \$25,000 overall.

Campus	Grade Levels	Quantity Users	District Quote	District Discount	Price p/User
All Campuses	K-10	10,000	\$240,000	\$10,000	\$23/student
All Campuses	PD	1,800	\$2,495.00	\$0	\$1.38/teacher
Total				\$232,495	

This item will be placed on the consent agenda for the regular meeting on April 14, 2025

PURCHASE OF IXL TEACHER WORK STATIONS

Ms Katherine McGregor, seconded by Mr. John Barnard, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of (700) Teacher Workstations from Trafera in the amount of \$299,600.00, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. Each Teacher Workstation consists of a 34" curved monitor with a built-in docking station, allowing a teacher's Chromebook to provide a desktop experience for easier viewing and use for aid in instructional and planning purposes. The quote from Trafera is verified to be compliant by The Interlocal Purchasing System (TIPS) on contract 230105 and is confirmed to meet all procurement requirements of this purchase. This expenditure will be paid with Budgeted Funds. Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local.

Carried unanimously by a vote of 6-0

PURCHASE OF CAREER TECHNOLOGY WORK STATIONS

Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees approve the purchase of (140) Career Technology Education computers from Summus Industries in the amount of \$225,518.56, as recommended by Dr. Donny Lee, Superintendent of Schools. This is a district-wide replacement to address the Microsoft EOL (End of Life) for the Windows 10 operating system and an overall performance upgrade for our most intensive applications. Each computer consists of a business-class PC in three different configurations customized for the different application needs. This will provide CTE students with more of a real-world experience for their daily lessons. The purchase also includes (at no additional cost) Dell's ProSupport providing 24-hour, online technical support and next business day support for three years on all units. The quote from Summus Industries is verified to be Texas Department of Information Resources (DIR) compliant on DIR-TSO-3763 and is confirmed to meet the procurement requirements of this federally funded purchase. This expenditure will be paid with Title 1 Federal Funds. Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local

This item will be placed on the consent agenda for the regular meeting on April 14, 2025

PURCHASE OF ADMIN COMPUTERS

Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees approve the purchase of (400) Admin Computers from Summus Industries in the amount of \$264,804.00, as recommended by Dr. Donny Lee, Superintendent of Schools. This is a district-wide replacement of units reaching EOL (End of Life) for the Windows 10 operating system. Each computer consists of a business class mini tower with Microsoft Windows 11 installed, allowing a district administrator to perform their daily functions with greater efficiency than with the end of life units. The purchase includes (at no additional cost) Dell's ProSupport providing 24-hour, online technical support and next business day support for three years each. The attached quote from Summus Industries is verified to be Texas Department of Information Resources (DIR) compliant on DIR-TSO-3763 and is confirmed to meet all procurement requirements of this purchase. This expenditure will be paid with Budgeted Funds. Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local

This item will be placed on the consent agenda for the regular meeting on April 14, 2025

PURCHASE OF FOOD SERVICE COMBI OVENS

Ms. Susan Grisel, seconded by Ms. Katherine McGregor, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of (18) Combi Ovens (including installation) in the amount of \$570,754.33 to Ace Mart Restaurant Supply as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6-0

PURCHASE OF FOOD SERVICE COOLER REPLACEMENT

Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees receive an update regarding the potential recommendation to purchase a replacement Food Service Walk-in Cooler, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. The replacement of the food service warehouse cooler is necessary to ensure the continued safe and efficient storage of perishable food items for our schools. The current unit is aging, requiring more costly repairs, and holds an increased risk of equipment failure. Upgrading to a new, energy-efficient cooler will improve temperature control, reduce maintenance expenses, and ensure continued food safety. This investment will also support smoother operations and help prevent food spoilage or waste. Replacing the cooler is a necessary step to maintain reliability and efficiency in our food service operations. RFP 2425-19-S-25 was advertised twice in the Times Record News and issued on the district's bid solicitation online platform on March 21st, and submission

deadline is noon on April 10th. As of April 3rd, four (4) vendors have indicated their intent to bid. Vendor qualifications will be evaluated and scored by Scot Hafley (Assistant Superintendent), Chris Fain (Director of Maintenance), and Johnnie Ozee (Maintenance Supervisor). Qualification scoring shall be combined with price scoring (calculated by low bid), for the total score and recommendation at the Board meeting to be held at 6:00pm, April 14th. This expenditure will be paid with Board-approved Food Service Excess Fund Balance Plan 2, and this recommendation will also require concurrent TDA approval for capital expenditure approval (unit price >\$10,000).

PURCHASE OF RIDER FOOD SERVICE SERVING LINES

Ms. Sandy Camp, seconded by Mr. John Barnard, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of Rider Middle School serving lines to Mission Restaurant Supply in the amount of \$458,419.00, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. The serving lines for Rider Middle School include the food service main serving (cafeteria) and a new supplemental food serving (bistro) located in the former (high school) snack area. The previous main serving line equipment has been removed, and the new equipment will support middle school serving patterns. The bistro serving equipment provides a secondary serving area to reduce traffic in the main line. The recommendation is a result of RFP 2425-26-S-25, which was advertised twice in the Times Record News and issued on the district’s bid solicitation online platform. Twenty-three (23) vendors viewed the opportunity, three (3) vendors attended the pre-proposal conference, and eight (8) vendors submitted proposals. The recommendation is verified to meet procurement requirements for this federally funded purchase. This expenditure will be paid with Board-approved Food Service Excess Fund Balance Plan 2, and this recommendation is pending additional TDA approval for capital expenditure approval (unit price >\$10,000).

Carried unanimously by a vote of 6-0

PURCHASE OF ARCHITECT/ENGINEERING SERVICES FOR MCNIEL RENOVATION

Ms. Susan Grisel, seconded by Ms. Katherine McGregor, motioned that the Wichita Falls Independent School District Board of Trustees approve the expenditure of Architect and Engineering services from BYSP Architects for Phase 2 of the McNiel Renovation, not to exceed \$784,000, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. BYSP was awarded on RFQ 2324-29-S-26 to provide as-needed Architect and Engineering (“A/E”) services on an as-needed, as-approved basis. The recommended A/E expenditures for Phase 2 of the McNiel Project include:

Project	A/E, 8% of Construction	Construction Budget =
Phase 2: McNiel Elementary		\$9,800,000
a. Schematic Design	15%	\$117,600
b. Design Development	20%	\$156,800
b. Construction Documents	40%	\$313,600
c. Permitting & Bid Negotiation	5%	\$39,200
d. Construction Phase Services	20%	\$156,800
Limited to services outlined		Not to exceed: \$784,000

As the district continues to consolidate and close campuses, per the aggressive consolidation plan, the district recommends the proposed budget not to exceed \$748,000 as submitted by BYSP, to complete the McNiel Elementary Renovation to prepare it for the 26-27 School Year. The McNiel Phase 1 Feasibility Study for this project was completed by BYSP in the amount of \$35,500. This expenditure shall not exceed \$784,000 will be paid with Fund Balance.

Carried unanimously by a vote of 6-0

CONSTRUCTION METHOD FOR MCNIEL RENOVATION

Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees review the construction method and designate the methodology to be utilized for the construction as related to the renovation of McNiel, as recommended by Dr. Donny Lee, Superintendent of Schools. Replacement projects exceeding \$50,000 are considered "construction," and per Policy CV(Local), "Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000."

Available options for construction methods include the following Board Policies:

- CVA – Competitive Bidding (Traditional Method)
- CVB – Competitive Sealed Proposals (Traditional Method)
- CVC – Construction Manager-Agent
- CVD – Construction Manager-at-Risk
- CVE – Design-Build
- CVF – Job Order Contracts

The Board may select the method solely at the Board’s discretion or may consider the district staff recommendation of the most advantageous method(s) expected to result in on-time and within budget results.

Competitive Sealed Proposal (CSP) (Traditional Method, Policy CVB) is a procurement method by which a district requests proposals, ranks the offerors, negotiates as prescribed, and subsequently contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility. In selecting a contractor through competitive sealed proposals, a district shall follow the procedures provided by Government Code 2269, Subchapter D. Gov't Code 2269.151. The CSP is preceded by a Request for Qualifications (RFQ) in which responding vendors are ranked based on qualifications and experience, without consideration of price. After the qualifications are evaluated and scored, the proposed project pricing is unsealed and Vendor pricing is weighted against the lowest bid, for the final scoring total of all proposals. The resulting scores and vendor recommendation will be submitted for both Board of Trustees’ approval as well as Texas Department of Agriculture approval, considering the expense is \$10,000 or greater, which requires capital expenditure approval from TDA.

This item will be placed on the consent agenda for the regular meeting on April 14, 2025

CONSIDERATION OF SURPLUS PROPERTIES

Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees adopt the Resolution Authorizing Sale of Real Property, as listed herein, as submitted by Leah Horton, Chief Financial Officer, and approved by Dr. Donny Lee, Superintendent of Schools. According to Board Policy CDB(LEGAL), Other Revenues – Sale, Lease or Exchange of School-Owned Property, WFISD Board of Trustees may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes. The board president shall execute a deed to the purchaser reciting the board resolution authorizing the sale. A district may employ, retain, contract with, or compensate a licensed real estate broker or salesperson for assistance in the acquisition or sale of real property. Education Code 11.154. Bishop Realty represents WFISD, as procured by RFQ 2324-26-S-25, which was advertised twice in the Times Record News. Bishop serves as WFISD realtor representative at a rate (of an approved selling price) of 5% (3% buyer representation, 2% Bishop). For the properties listed herein, Bishop has agreed to serve at an even greater discounted rate of 4% of the sale price (3% buyer representation, 1% Bishop) if the properties are approved to be offered for sale by the Board and upon subsequent approval of offered selling price(s).

<u>Property Name</u>	<u>Address</u>	<u>Facility</u>	<u>Zoning</u>	<u>Currently Listed</u>	<u>Appraised Value</u>
n/a	1008 Van Buren	n/a (near Alamo)	SF2 – Single Family 2		\$7,500*
n/a	1707 Monroe	n/a (near WFHS)	SF2 – Single Family 2		\$4,875
n/a	1709 Monroe	n/a (near WFHS)	SF2 – Single Family 2		\$4,875*

*Values shown do not include Circuit Breaker included on tax appraisal value.

This item will be placed on the consent agenda for the regular meeting on April 14, 2025

DEPOSITORY SERVICES

Ms. Susan Grisel, seconded by Ms. Katherine McGregor, motioned that the Wichita Falls Independent School District Board of Trustees approve the award of Depository Services to American National Bank as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools. The Texas Education Agency (TEA) requires a school district's board of trustees to approve the selection of a depository bank. According to the Texas Education Code (TEC) §45.206, the board must solicit bids or proposals from banks through a formal process, ensuring transparency and compliance with legal requirements. This process is outlined on TEA's website under Depository Contracts for School Districts. Additionally, the Summary of Laws and Procedures Pertaining to Depository Contracts for Independent School Districts provides detailed guidance on the statutory requirements and procedures involved in selecting a depository bank. RFP 2526-03-S-33 Depository Services bid invitation was provided to the twelve (12) eligible banking institutions (per <https://research.fdic.gov/bankfind/>) with three (3) banks submitting proposals. The RFP was facilitated by Lauren Zotz, Director of Purchasing, and the proposals were evaluated by Leah Horton, Chief Financial Officer, Denise Brown, Director of Finance, Wayne Toulon, Accounting Supervisor, and Twila Boydston, Accountant, who independently scored each submission. Scores were combined to calculate the final score of each proposal:

<u>Banking Institution</u>	<u>RFP Score</u>	
American National Bank	99.50	
First National Bank	95.00	
Legend Bank	0	Disqualified due to insufficient collateralization amount. *

TEA requires the district to submit the Board approved Depository documentation to TEA in June 2025 for the upcoming biennium (7/1/2025-6/30/2027). Renewal options include three 2-year extensions, which if all are exercised would be in effect through 6/30/2033). *Per Government Code Sec. 2257.022. AMOUNT OF COLLATERAL. (a) Except as provided by Subsection (b), the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds. (b) The total value of eligible security described by Section 45.201(4)(D), Education Code, to secure a deposit of public funds of a school district must be in an amount not less than 110 percent of the amount of the deposit as determined under Subsection (a). The total market value of the eligible security must be reported at least once each month to the school district.

Carried unanimously by a vote of 6-0

SCHOOL ADMINISTRATION

CUNNINGHAM PROGRESS REPORT

Ms. Amy Simmons, Cunningham Elementary Principal, presented information about the mid-year (MOY) results of their student’s academic testing and the status of her campus staffing.

WFISD BOARD POLICY ELA (LOCAL)-1ST READING

Ms. Debbie Dipprey, Executive Director of School Administration, requested that the Wichita Falls Independent School District Board of Trustees hear first reading of Board Policy ELA (LOCAL) as recommended by Dr. Lee, WFISD Superintendent of Schools.

TEA CERIFICATION OF PROVISION OF INSTRUCTIONAL MATERIALS SURVEY 2025-26

Ms. Debbie Dipprey, Executive Director of School Administration, requested that the Wichita Falls Independent School District Board of Trustees approve the Certification of Provision of Instructional Materials form for school year 2025-2026 as recommended by Dr. Donny Lee Superintendent of Schools. The Instructional Materials and Technology Allotment (IMTA), formerly known as the textbook allotment, was established under Senate Bill 6. It continues to provide funding for the purchase of instructional materials, technological equipment, and technology-related services. This legislation modified the process for distributing funds for instructional materials and technology. In accordance with Texas Education Code, §31.004, local education agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the Commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education. Additionally, in accordance with 19 Texas Administrative Code (TAC) §66.105, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C). The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement. The Texas Education Agency (TEA) requires districts to annually specify the instructional materials used to meet the TEKS requirements. All purchases which are funded through state IMTA funds, may only be spent on student or teacher materials, technology equipment or technology-related services. The Instructional Materials & Technology Allotment with TEKS Certification form must be approved by the local Board of Trustees. TEA requires an online form be submitted based on the informational sheet attached with the signed signature page attached to the online form submittal.

This item will be placed on the consent agenda for the regular meeting on April 14, 2025

HUMAN RESOURCES:

PERSONNEL REPORT

Ms. Dayna Hardaway, Executive Director of Human Resources, reported to the Wichita Falls Independent School District Board of Trustees a review of employee resignations/retirements that have been submitted since the last Work Session board meeting. The resignations/retirements have been accepted by Dr. Donny Lee, Superintendent of Schools, in accordance with the requirements of Policy DFE (LOCAL).

TEACHER APPLICANT POOL

Ms. Sandy Camp, seconded by Mr. John Barnard, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool and addendum.

Carried unanimously by a vote of 6-0

BOARD MATTERS:

BOARD MINUTES:

Minutes of a work session on March 4, 2025 and regular meeting on March 17, 2025.

These items will be placed on the consent agenda for the regular meeting on April 14, 2025

DISTRICT EVENTS:

Ms. Ashley Thomas, Communications Officer, informed the Board of Trustees on the events happening around the district; Fun Run benefiting the Deaf Ed department was a success despite the rain, Memorial Fine Arts presentation photos, photos from the elementary TAG events, last week Autism Awareness week, Prateek Sharma, McNeil student received first place in state number sense as a 6th grader out of 50 other schools, Ms. Strachan, first WFISD paraprofessional of the year from Barwise, the Roberta Faulkner-Son Award for an exceptional science teacher winner was Josh Neilson, teacher at Legacy, Jaden Johnston, teacher at Memorial, received the April Spotlight Award, STAAR tests begin this week and continue throughout the month of April, April is a full month with the following recognitions; Month of the Military Child, Counseling Awareness Month, World Autism Acceptance Month, school Library Month, National Occupation Therapy Month and Deaf History Month as well as Autism Awareness Day, Paraprofessional Appreciation Day, School Librarian Appreciation Day, this week is Assistant Principals week, Volunteer Recognition Week, School Bus Driver Appreciation Day and Administrative Professionals Day. April 18th is a student and staff holiday and Monday, April 21st is a student holiday/staff work day. Enough minutes were added into the calendar this year so that the student Inclement Weather Days were not needed to cover the days missed earlier in the year. Teacher of the Year Banquet on April 22nd, Middle School Art Show on the 24th and Teacher Job Fair on the 26th, Early Learning registration at the CEC on May 3rd and enrollment for the 25/26 year will go out towards the end of the month.

RECESS:

Mr. Mark Lukert, board president, recessed the work session to go into closed session at 1:09 pm.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)
2. Discussions of Purchase, Exchange, Lease or Value of Real Property (Pursuant to Texas Government Code Section 551.072)
3. Deliberations Regarding Superintendent's Recommendation Concerning the Renewal of One-Year Term or Probationary Contracts of Employment as Noted on the List Provided by Administration for Certified/Non-Certified Administrators, Teachers, and Professionals (Pursuant to Texas Government Code 551.074)
4. Deliberations Regarding Superintendent's Recommendation Concerning Termination of Probationary Contract Employee(s) at the End of the 2024-2025 School Year (Pursuant to Texas Government Code 551.074)
5. Deliberations and Consultation with Legal Counsel Regarding Possible Resolution of Equal Employment Opportunity Commission Charge (Pursuant to Texas Government Codes Section 551.071 and 551.074)

OPEN SESSION:

Mr. Mark Lukert, board president, called the meeting back into open session at 1:54 pm.

ACTION CONCERNING RENEWALS OF ONE-YEAR TERM OR PROBATIONARY CONTRACTS

Ms. Sandy Camp, seconded by Ms. Katherine McGregor, motioned that the Wichita Falls Independent School District Board of Trustees approve the renewal of One-Year Term or Probationary Contracts of Employment as noted on the list provided by administration for Certified/Non-Certified Administrators, Non-Certified Professionals, Professional Educators and Teachers as recommended by ~~Dr.~~ Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6-0

**ACTION REGARDING RESOLUTION OF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
(EEOC) CHARGE**

Mr. John Barnard, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees accept the resolution submitted by the EEOC and adhere to directives included in resolution.

Carried unanimously by a vote of 6-0

ADJOURNED:

Mr. Mark Lukert, board president, adjourned the meeting at 1:55 pm.

President, Board of Trustees

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
PUBLIC HEARING APRIL 14, 2025**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a Public Hearing on the above date. The meeting was called to order at 5:30 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Ms. Katherine McGregor, Mr. Jim Johnson, Ms. Diann Scroggins, Mr. John Barnard and Ms Sandra Camp. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms Debbie Dipprey, Executive Director of School Administration, Ms. Leah Horton, Chief Financial Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant -HR, Mr. Scot Hafley, Assistant Superintendent of Operations and Ms. Michelle Wood, CTE Director, Mr. Alston Calliste, Assistant Principal, Mr. Grant Freeman, Director of Athletics, Ms Joyce McCurdy, teacher and Ms. Diane Perry, teacher.

Others Present: Media

TURN AROUND PLAN (TAP) FOR HIRSCHI MIDDLE SCHOOL:

REPORT:

Ms. Deb Dipprey, Executive Director of School Administration, presented the required information to the Public regarding the Turn Around Plan for Hirschi Middle School as required by Texas Education Agency.

PUBLIC COMMENT ON TAP:

Ms. Joyce McCurdy, teacher at Hirschi- The student knowledge “gap” cannot not be filled until the district campus lines are re-drawn to better serve the students. As currently drawn the “haves” and “have nots” are separated into different schools and it makes a huge difference in the ability to instruct.

Ms. Diane Perry, retired teacher/current tutor- Trainings for teaching strategies are not needed as desperately as student behavior trainings.

ADJOURNED:

Mr. Mark Lukert, board president, adjourned the Public Hearing at 5:45 p.m.

President, Board of Trustees

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
REGULAR SESSION MEETING APRIL 14, 2025**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a board meeting on the above date. The meeting was called to order at 6:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Ms. Katherine McGregor, Mr. Diann Scroggins, Ms. Sandy Camp, Mr. Jim Johnson and Mr. John Barnard. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Dayna Hardaway, Executive Director of Human Resources, Ms. Leah Horton, Chief Financial Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant to the Exec Director of HR, Ms. Ashley Thomas, Communications Officer, Mr. Scot Hafley, Assistant Superintendent of Operations, Ms. Debbie Dipprey, Executive Director of School Administration, Ms. Lauren Zotz, Director of Purchasing, Ms Michelle Wood, Director of CTE, Mr, Grant Freeman, Director of Athletics, Ms. Jennifer Spurgers, CEC Principal, Chief Anthony Smith, WFISD Police, SGM. Salvador Montez, Memorial JROTC, Mr. Oyvind Zahl, WFISD Swim Coach, Ms. Laurie Kinne, Memorial Principal, Ms. Misti Speer, Memorial Assistant Principal, Mr. Brad Love, teacher, Mr. David Bartley, teacher, Mr. Josh Burris, Athletic Trainer and Dr. Christanie Monreal, Athletic Trainer.

Also present: Ms Marie Burleson, Durham Transportation Safety and Training Supervisor, Mr. Robert Richards, bus driver and media

PRESENTATION OF COLORS:

Memorial High School JROTC

INVOCATION:

Ms. Sandy Camp gave the invocation.

PRESENTATIONS:

CULTURE COIN PRESENTATION

Dr. Donny Lee, Superintendent of Schools, recognized Alyssandra Oviedo, first grader at Crockett Elementary, with a WFISD Culture Coin for her quick action, helping another student in need. On Friday, March 21, during a 'Blackout' classroom activity in Robert Maxwell's first grade class, six-year-old Alyssandra noticed her classmate's cheeks turning pink. Recognizing a potential problem, Alyssandra alerted Mr. Maxwell. Upon inspection, Mr. Maxwell observed the student's increasing redness and itching. Knowing she had started new medication that day, he promptly escorted her to the nurse's office and notified her parents. They quickly took her to the doctor, where she developed redness and hives, indicative of a potential anaphylactic reaction. Alyssandra's swift action, inspired by Crockett's Capturing Kids' Hearts program, underscored the importance of "See something, Say something," potentially averting a serious health crisis.

MEMORIAL HIGH SCHOOL STATE SWIM HONORS

Mr. Grant Freeman, Director of Athletics, introduced Mr. Oyvind Zah, Memorial swim coach to recognize Memorial High School swimmers for receiving state recognition for swimming as submitted and recommended by Dr. Donny Lee, Superintendent.

Luke Liming - TISCA All-State Academic Award, THSCA All-State Academic Team (Honorable Mention)
Kai Yang - State Qualifier

Coach: Oyvind Zahl

CEC SKILLSUSA STATE MEDALISTS

Ms. Jennifer Spurgers introduced Mr. David Bartley, CEC teacher, to recognize the Career Education Center SkillsUSA State Qualifiers. The SkillsUSA purpose is to promote trade excellence in a competitive situation and give students the opportunity to demonstrate the skills of their field. Students competed in skilled and technical events at the SkillsUSA State Competition in Corpus Christi.

Carson Correll - Plumbing (*Bronze Medal*)

Hayson Garrido - Principles of Engineering Technology (*Bronze Medal*)

Teachers:

David Bartley (Plumbing)

Nanette Philip (Engineering)

Theron Honore' (Engineering)

CEC TEXAS PUBLIC SAFETY ASSOCIATION STATE QUALIFIERS

Ms. Jennifer Spurgers introduced Mr. Brad Love, CEC teacher, to recognize the Career Education Center Texas Public Safety Association (TPSA) State Qualifiers. The Texas Public Safety Association is a Career Technical Student Organization dedicated to promoting readiness for careers in the public safety sector. Students competed in career technical events at the TPSA State Competition in Allen.

Crime Scene Investigation - 3rd Place

Zeonna Garcia

Malea Rierson

Lindsey Rodriguez

Teacher:

Brad Love (Law Enforcement)

TEXAS STATE ATHLETIC TRAINER'S ACADEMIC ALL STATE AWARD

Mr. Grant Freeman, Director of Athletics, introduced Mr. Josh Burriss and Dr. Christanie Monreal, Memorial Athletic Trainers, to recognize the Memorial High School athletic training students for receiving the Texas State Athletic Trainers' Association Academic All-State Award. Three Memorial High School athletic training students received the Texas State Athletic Trainers' Association Academic All-State Award. In order to receive the award students must be a graduating senior and have an overall GPA of 92 or above in grades 9-11 and the first six weeks of the student's senior year.

Texas State Athletic Trainers' Association Academic All-State Award

Audrey-Ann Gellner

Audrey Hamaker

My'Kaele Hookfin

Athletic Trainers:

Josh Burriss and Christanie Monreal

PUBLIC COMMENT:

Ms. Marie Burlison, Durham Transportation Safety and Training Supervisor-Durham employees were promised that they would be offered the same or better position with Gold Star, new WFISD bus contractor, but were not. The change of bus contractors for WFISD has left many without jobs and was not a smart move by the district.

Mr. Roberts Richards, WFISD parent- Durham employees should have been consulted when deciding the transportation services contract. There are safety issues with Gold Star Transportation that should have been considered.

REPORTS OR SPECIAL DISCUSSION ITEMS:

SUPERINTENDENT'S REPORT:

Dr. Donny Lee, Superintendent of Schools, gave his monthly¹⁰¹ update:

- Enrollment: 12,472 (early grads 103 net -86); ADA 93.11%

- Classroom Visits: Board members are always welcome
 - Fowler
 - Burgess
 - Scotland Park
 - Hirschi
 - CEC
 - Barwise
 - Jefferson
 - McNiell
 - Brook Village
 - Sheppard
 - Southern Hills
 - Franklin
 - Cunningham
- Texas State 89th Legislative Session
 - January 14th-June 2nd
 - Bills related to Discipline to watch tomorrow; House is voting
 - House Bill 6
 - Out-of-School Suspension limit to 3 days
 - No limit on In-School Suspension
 - Removes mandatory placement for vape possession
 - Allows for expulsion of students to “virtual DAEP”
 - Students in Special Education can be out of placement for up to 60 days instead of just 10
- Finance: Building the 25/26 Budget
 - Use a Budget Parameter
 - Enrollment Trends
 - ADA
 - SPED Population
 - ELL Population
 - Residence Numbers
 - Funding from State?????
- Madison Davis added duty of Coordinator of Military Affairs
 - Military Partnership & Outreach
 - Advocacy & communication
 - Resources for Military Families
- Third Future Site Visit- Lamar Elementary March 21st
 - Mr. Lukert said he was impressed with the program and enjoyed the visit, feels it would be a good fit for WFISD
 - Ms. Sandy Camp was impressed as well and felt the pros far outweighed the cons of the program implementation
 - Mr. Jim Johnson thought the pace was impressive and the structure was disciplined. Questions about what happens when the campuses return to the district oversight. The challenge would be salary compensation when the Third Future salaries no longer apply. The amount of monetary benefit can be as high as \$20,000 more than what the district would normally pay.
 - Ms Camp stated that behavior is not an issue. Students are too busy to get in trouble. The benefits for teachers are the same as when they are under the district.
 - Ms Debbie Dipprey enjoyed visit, learned a lot, encouraged all board members to visit and see for themselves
- Rider Renovation and Move-In
 - April 15-90% completed
 - April 21-Staff Site Visit
 - May 1st Floor FFE
 - May 12th- Campus Admin Site Visit
 - June-Staff items moved in
 - July-Technology Review
 - August-Staff Move In
- Ground water issue at West Foundation Elementary
 - Looked like oil seeping from the ground
 - Called Railroad Commission, Health Department and Fire Department
 - Learned the substance is what’s called Tannins
 - Comes from the material used in the new playground wood chips that seeped into the subsoil and brought about because of the heavy rains

- Received clearance from the health department but waiting on clearance from the Railroad Commission before allowing students back on the playground
 - Will add drainage and new mulch over the summer
- Bridwell Ag Science Center “Ag Barn” Updates
 - Received grant money
 - New Gate Entry
 - Clearing field
 - Cleaning up
- Future
 - Teacher of the Year Banquet-April 22
 - Team of 15-April 30th
 - Team of 8-April 30th
 - Summer Leadership Institute (SLI)- Ft Worth, Tx June 18-20

CONSENT AGENDA:

Ms. Katherine McGregor, seconded by Ms Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the following items placed on the Consent Agenda at the April 8, 2025 meeting.

- A. Minutes from March Meetings
- B. Purchase of Playgrounds - Round 2
- C. Purchase of IXL Curriculum Resource
- D. Purchase of Career Technology Education Workstations
- E. Purchase of Admin Computers
- F. Construction Method for McNiel Renovation
- G. Consideration of Surplus Properties
- H. TEA Certification of Provision of Instructional Materials Survey 2025-26

Carried unanimously by a vote of 6– 0

SCHOOL ADMINISTRATION:

CEC UPDATE

Ms. Michelle Wood, Director of CTE, presented information regarding the WFISD Career and Technology Education Programs for the 2024-2025 academic year.

HIRSCHI MIDDLE SCHOOL TURN AROUND PLAN (TAP)

Mr. John Barnard, seconded by Ms. Dianne Scroggins, motioned for the Wichita Falls Independent School District Board of Trustees approve the Turnaround Plan for Hirschi Middle School for submission to the Texas Education Agency as recommended by Dr. Lee, WFISD Superintendent of Schools. TEA has identified Hirschi Middle School as in need of “Comprehensive Support” for multiple years. Based on that identification a Targeted Improvement Plan and a Turnaround Plan for Hirschi Middle School must be approved by the Board of Trustees for submission to TEA. The Targeted Improvement Plan was approved and submitted to TEA in February 2025. The Turnaround Plan is an extension of the Targeted Improvement Plan.

Carried unanimously by a vote of 6 – 0

WFISD BOARD POLICY ELA (LOCAL)-2ND READING

Mr. Jim Johnson, seconded by Ms. Sandy Camp, motioned for the Wichita Falls Independent School District Board of Trustees to engage in a second reading and adoption of Board Policy ELA (LOCAL) as recommended by Dr. Lee, WFISD Superintendent of Schools. Adoption of Board Policy ELA (LOCAL) will allow the district to consider authorization of in-district partnerships with entities to include open-enrollment charter schools, institutions of higher education, non-profits, or government entities.

Carried unanimously by a vote of 6 – 0

HUMAN RESOURCES:

TEACHER APPLICANT POOL

Ms. Dianne Scroggins, seconded by Ms. Katherine McGregor, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool.

Carried unanimously by a vote of 6-0

BOARD MATTERS:

CONSIDER NOMINATION TO TASB BOARD

Ms. Katherine McGregor, seconded by Mr. Jim Johnson, moved that the Wichita Falls Independent School District Board of Trustees nominate a Mark Lukert from our local board for the Region 9 seat on the TASB Board. The position term is three years beginning at the close of the 2025 TASA/TASB Convention and expiring after the 2028 Convention.

Mark Lukert has expressed interest in seeking reelection as the Region 9 representative for the TASB Board of Directors. This nomination requires Board Action. TASB Directors actively promote TASB's mission and purposes. Directors also supervise and direct the affairs of the Association on behalf of you, our members. The TASB Board is composed of members from all 20 TASB regions, which follow the boundaries of the education service centers. Local boards in each region, are eligible to nominate trustees for vacancies in their region.

Carried unanimously by a vote of 6-0

RECESS:

Mr. Mark Lukert, board president, recessed to go into closed session at 7:19 pm.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)
2. Discussions of Purchase, Exchange, Lease or Value of Real Property (Pursuant to Texas Government Code Section 551.072)
3. Deliberations Regarding Superintendent's Recommendation Concerning Termination of Probationary Contract Employee(s) at the End of the 2024-2025 School Year (Pursuant to Texas Government Code 551.074)

OPEN SESSION:

Mr. Mark Lukert, board president, called the meeting back into open session at 8:17 pm.

ACTION CONCERNING RENEWAL OF TWO ONE YEAR TERM CONTRACTS FOR THE 2025-2026 YEAR

Ms. Dianne Scroggins, seconded by Ms. Katherine McGregor, motioned that the Wichita Falls Independent School District Board of Trustees approve the renewal of One-Year Term or Probationary Contracts of Employment as noted on the list provided by administration as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6-0

ADJORNMENT:

With no other action to take, Mr. Mark Lukert, board president, adjourned the meeting from Closed Session at 8:18 pm.

President, Board of Trustees

Secretary, Board of Trustees